

APPLICATION FOR PERMIT TO DRILL OR DEEPEN					
1 a. TYPE OF WORK DRILL <input checked="" type="checkbox"/> DEEPEN <input type="checkbox"/>			5. LEASE DESIGNATION AND SERIAL NO. ML 45804		
b. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> <input checked="" type="checkbox"/> OTHER - COALBED METHANE SINGLE ZONE <input type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>			6. IF INDIAN, ALLOTTEES OR TRIBE NAME 		
2. NAME OF OPERATOR ANADARKO PETROLEUM CORPORATION			7. UNIT AGREEMENT NAME 		
3. ADDRESS AND TELEPHONE NO. 17001 Northchase Drive, Houston, Texas 77060 281/875-1101			8. FARM OR LEASE NAME WELL NO. Helper State D-8		
4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.) At surface 981 445 FSL & FEL, SE Section 4, T14S R10E At proposed prod. zone 981 445 FSL & FEL, SE Section 4, T14S R10E			9. API WELL NO. 		
			10. FIELD AND POOL OR WILDCAT Helper CBM		
			11. SEC. T,R,M. OR BLK. AND SURVEY OR AREA Section 4, T14S R10E		
14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE. 2 miles N of Price, Ut			12. COUNTY Carbon		
			13. STATE Utah		
15. DISTANCE FROM PROPOSED LOCATION TO NEAREST PROPERTY OR LEASE LINE, FT. (Also to nearest drlg. unit line, if any) 395'		16. NO. OF ACRES IN LEASE 1040'		17. NO. OF ACRES ASSIGNED TO THIS WELL. 160	
18. DISTANCE FROM PROPOSED LOCATION TO NEAREST WELL, DRILLING, COMPLETED, OR APPLIED FOR, ON THIS LEASE. FT. 3200'		19. PROPOSED DEPTH 2500'		20. ROTARY OR CABLE TOOLS Rotary	
21. ELEVATIONS (Show whether DF, RT, GR, etc.) 5812' GR				22. APPROX. DATE WORK WILL START. 1/28/97	
23. PROPOSED CASING AND CEMENTING PROGRAM					
SIZE OF HOLE	GRADE, SIZE OF CASING	WEIGHT PER FOOT	SETTING DEPTH	QUANTITY OF CEMENT	
12 1/4"	8 5/8"	24	300'	200 cu. ft.	
7 7/8"	5 1/2"	17	2500'	300 cu. ft.	

Attached is the following:

1. Survey Plat
2. Drilling Plan with BOP Schematic.
3. Surface Use Plan.
4. Topo & Access Map & Area Map.
5. Pit & Pad Layout with cross sections of pit, pad, & rig layout.
6. Self-Certification of Operator.
7. Sundry Notice - Location Exception

The Cultural Resource Study will be submitted under separate cover.

IN ABOVE SPACE, DESCRIBE PROPOSED PROGRAM: If proposal is to deepen, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depths. Give blowout preventer program, if any.

24. SIGNED *[Signature]* TITLE Dave Hudspeth DATE 5/11/97
Staff Drilling Engineer

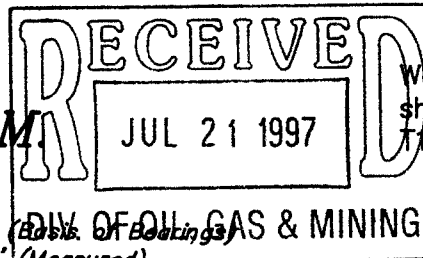
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PERMIT NO. 43-007-30368 APPROVAL DATE _____

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.
CONDITIONS OF APPROVAL IF ANY:

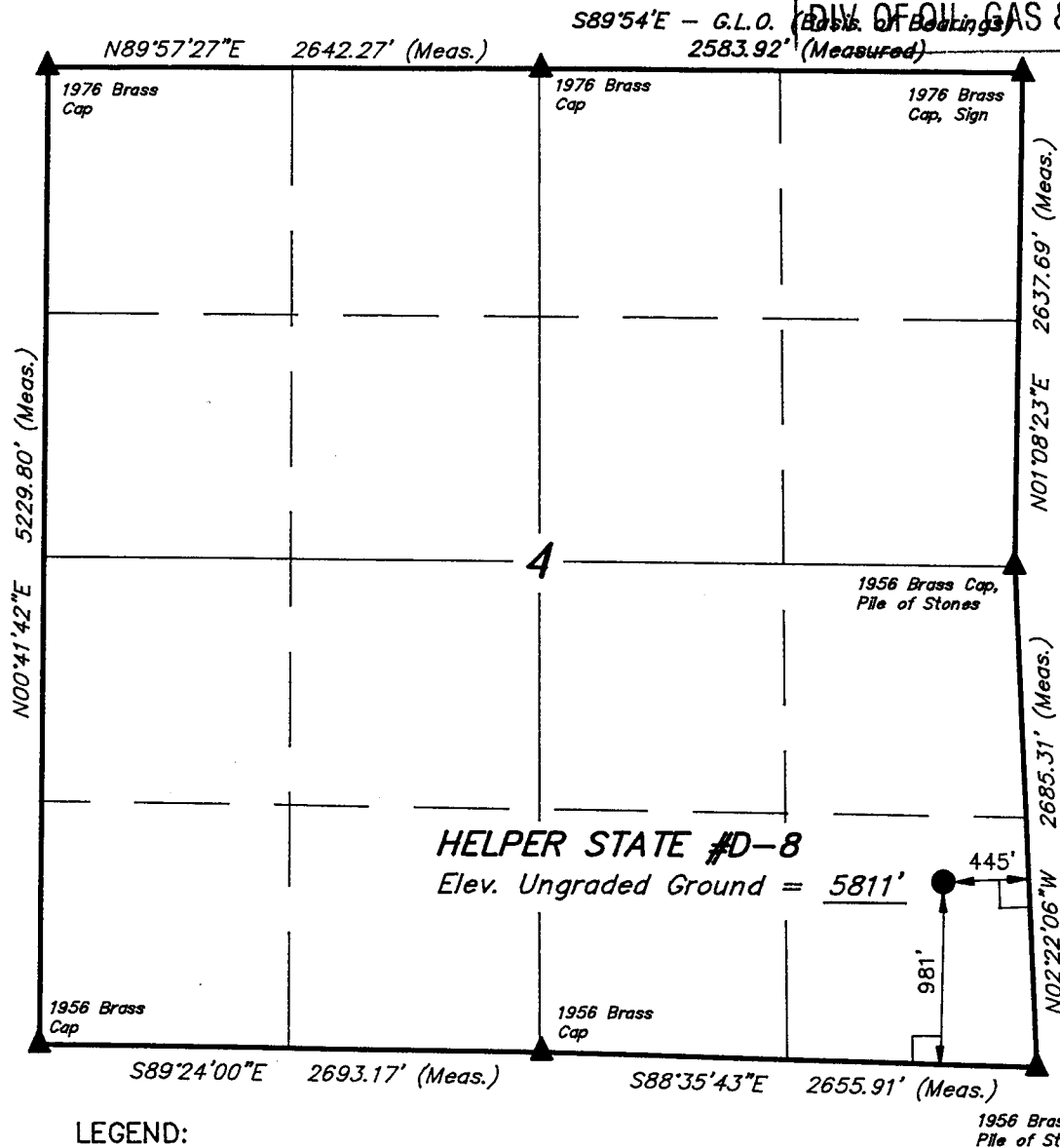
APPROVED BY *[Signature]* TITLE Petroleum Engineer DATE 7/22/97
See Instructions On Reverse Side

T14S, R10E, S.L.B.&M.



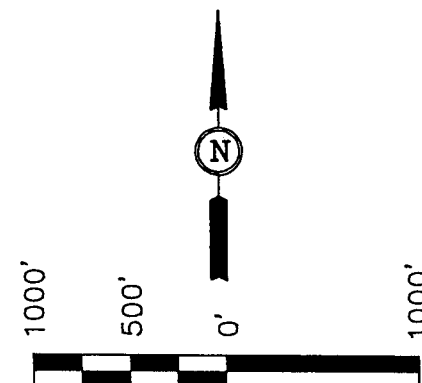
ANADARKO PETROLEUM CORP.

Well location, HELPER STATE #D-8, located as shown in the SE 1/4 SE 1/4 of Section 4, T14S, R10E, S.L.B.&M. Carbon County, Utah



BASIS OF ELEVATION

SPOT ELEVATION NEAR THE SOUTHEAST CORNER OF SECTION 34, T13S, R10E, S.L.B.&M. TAKEN FROM THE HELPER QUADRANGLE, UTAH, CARBON COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 6350 FEET.



SCALE

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

Revised: 6-13-97 C.B.T.

UNTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(801) 789-1017

LEGEND:

- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

SCALE 1" = 1000'	DATE SURVEYED: 9-20-96	DATE DRAWN: 10-1-96
PARTY B.B. B.H. C.B.T.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE ANADARKO PETROLEUM CORP.	

STATE OF UTAH
DIVISION OF OIL, GAS AND MINING

SUNDRY NOTICES AND REPORTS ON WELLS <small>Do not use this form for proposals to drill new wells, deepen existing wells, or to reenter plugged and abandoned wells. Use APPLICATION FOR PERMIT TO DRILL OR DEEPEN form for such proposals.</small>		5. Lease Designation and Serial Number: ML 45804
		6. If Indian, Allottee or Tribe Name:
		7. Unit Agreement Name:
1. Type of Well: OIL <input type="checkbox"/> GAS <input type="checkbox"/> OTHER: Coalbed Methane		8. Well Name and Number: Helper State D-8
2. Name of Operator: Anadarko Petroleum Corporation		9. API Well Number:
3. Address and Telephone Number: 17001 Northchase Drive, Houston, TX 77060 281-874-8814		10. Field and Pool, or Wildcat: Helper CBM
4. Location of Well Footages: 961' FSL & 445' FEL SE Sec 4-T14S-R10E CO, Sec., T., R., M.:		County: Carbon State: Utah

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA	
<p style="text-align: center;">NOTICE OF INTENT (Submit in Duplicate)</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Abandonment <input type="checkbox"/> Casing Repair <input type="checkbox"/> Change of Plans <input type="checkbox"/> Conversion to Injection <input type="checkbox"/> Fracture Treat <input type="checkbox"/> Multiple Completion <input checked="" type="checkbox"/> Other Location Exception </div> <div style="width: 48%;"> <input type="checkbox"/> New Construction <input type="checkbox"/> Pull or Alter Casing <input type="checkbox"/> Recompletion <input type="checkbox"/> Shoot or Acidize <input type="checkbox"/> Vent or Flare <input type="checkbox"/> Water Shut-Off </div> </div> <p>Approximate date work will start <u>May, 1997</u></p>	<p style="text-align: center;">SUBSEQUENT REPORT (Submit Original Form Only)</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Abandonment <input type="checkbox"/> Casing Repair <input type="checkbox"/> Change of Plans <input type="checkbox"/> Conversion to Injection <input type="checkbox"/> Fracture Treat <input type="checkbox"/> Other </div> <div style="width: 48%;"> <input type="checkbox"/> New Construction <input type="checkbox"/> Pull or Alter Casing <input type="checkbox"/> Shoot or Acidize <input type="checkbox"/> Vent or Flare <input type="checkbox"/> Water Shut-Off </div> </div> <p>Date of work completion _____</p> <p><small>Report results of Multiple Completions and Recompletions to different reservoirs on WELL COMPLETION OR RECOMPLETION AND LOG form.</small></p> <p><small>* Must be accompanied by a cement verification report.</small></p>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS (Clearly state all pertinent details, and give pertinent dates. If well is directionally drilled, give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)

The subject well is proposed as stated above due to more favorable "Topographic & Geologic" considerations as shown by our offset wells. We feel this will increase the chances of drilling and completing a successful well in conjunction of reducing any surface damages.

As per Rule No. R649-3-3-1.1 - 1.3, the surrounding acreage is obtained wholly by APC, thus consent from all surrounding owners does not apply to the subject well.

13. Name & Signature: Dave Hudspeth Title: Staff Drilling Engineer Date: 11.May.97

(This space for State use only)

APPROVED BY THE STATE
OF UTAH DIVISION OF
OIL, GAS, AND MINING

DATE: 7/22/97
BY: [Signature]

**DRILLING PLAN
TO ACCOMPANY APPLICATION FOR PERMIT TO DRILL**

Company: Anadarko Petroleum Corporation

Well: Helper State D-8

Location: ^{98'} FSL & ^{445'} FEL
SE Sec 4-T14S-R10E

Lease: ML 45804

Surface Elevation: 5812'

A. Estimated Tops of Important Geologic Markers:

<u>GEOLOGIC MARKER</u>	<u>DEPTH</u>
Mancos / Emery	Surface
Bluegate Shale	862'
Ferron Sandstone	1862'
Ferron Coal Top	1892'
Base of Ferron Coal	2042'
Tununk Shale	2092'

B. Estimated Depth at which Water, Oil, Gas or other Mineral-Bearing zones are expected to be encountered:

Gas-bearing Ferron Coal is expected to be encountered from 1892'-2042'.

All fresh water zones and prospectively valuable mineral zones encountered during drilling will be recorded by depth and adequately protected. All oil and gas shows will be tested to determine commercial potential.

C. Pressure Control Equipment:

A 9" 3000 psi WP double gate hydraulic BOP with pipe rams and blind rams will be installed on the 8-5/8" casinghead. The BOP stack will be tested prior to drilling below surface casing. The ram preventers will be tested to 70% of the working pressure of the casinghead. The annular will be tested to 50% of its working pressure. Operational checks will be made daily or on trips. A BOP schematic is shown on attached Exhibit "A".

The BOP system will be consistent with API RP 53. Pressure tests will be conducted before drilling out from under all casing strings which are set and cemented in place. Blowout preventer controls will be installed prior to drilling the surface casing plug and will remain in use until the well is completed or abandoned. Preventers will be inspected and operated at least daily to ensure good mechanical working order. This inspection will be recorded on the daily drilling report. Preventers will be pressure tested before drilling casing cement plugs. The accumulator system will meet IADC guidelines concerning pump capacities, storage capacity, and reservoir volume. Closing unit fluid volume will be sufficient to pre-charge the system to operating pressure plus 50% excess. One set of controls will be in the doghouse on the rig floor and one set will be remote on the drilling pad.

D. Casing Program

Surface Casing - 8-5/8" casing will be set at approximately 300'.

Production Casing - 5-1/2" casing will be set at approximately 2500' if well is to be completed.

	<u>SIZE</u>	<u>WT./FT.</u>	<u>GRD.</u>	<u>THRD.</u>	<u>CONDITION</u>
Surface	8-5/8"	24.0	K-55	8rd	New
Production	5-1/2"	17.0	K-55	8rd	New

Casing Design Factors

The safety factors on casing strings will equal or exceed the following values:

Collapse	1.0
Joint Strength	1.6
Burst	1.33

Cement Program

Surface - Cement will be circulated to the surface. Casing will be cemented with approximately 200 cu. ft. of API Class 'G' cement.

Production - Casing will be cemented with approximately 300 cu. ft. of API Class 'G' cement. The actual cement volume will be based upon hole depth and gauge, and will be determined from logs.

Additional additives will be used to retard the cement, accelerate the cement, control lost circulation, or control fluid loss. All cementing will be done in accordance with API cementing practices.

E. Mud Program and Circulating Medium:

Fresh water circulated through the reserve pit will be used for drilling the 12-1/4" surface hole to 300'. An air or air/mist system will be used for drilling from below surface pipe at 300' to TD.

The mud system will be visually monitored.

A truck-mounted air drilling rig may be used to drill the surface hole to 300' and to pre-set the surface casing before moving a drilling rig on location to drill the rest of the hole to TD.

Sufficient mud materials will be stored at the wellsite to maintain mud requirements and to control minor well control or lost circulation problems.

F. Coring, Logging, and Testing Program:

- a. Rotary sidewall coring in the Ferron Sandstone interval (1892'-2042') may be performed, depending upon shows and hole conditions.
- b. DST's may be run depending upon shows.
- c. The following logging program is planned:
 1. DIL-ML-SP-GR-CAL over prospective intervals.
 2. SDL-CNL-GR-CAL over prospective intervals.

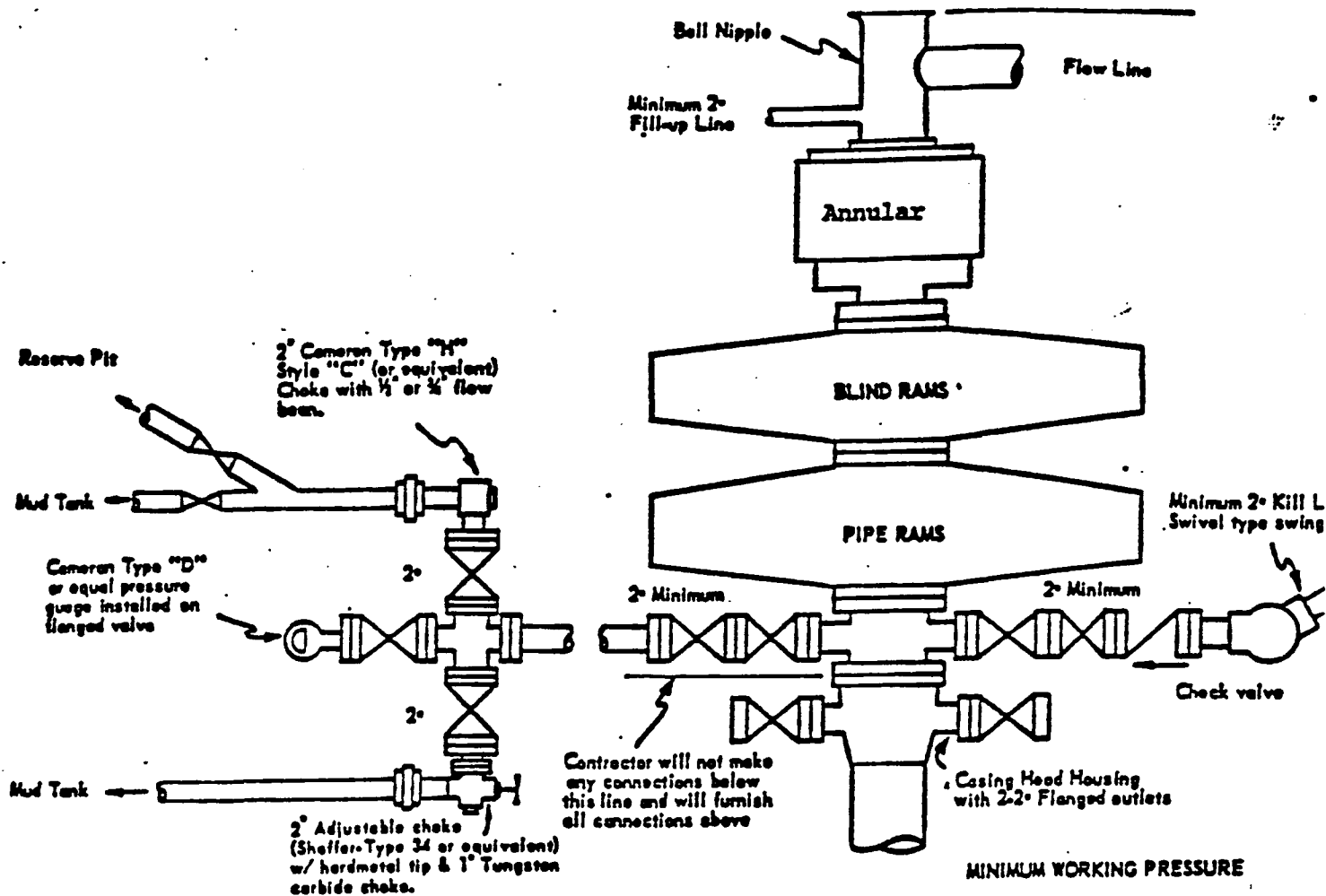
- d. A mud logging unit with chromatograph will be used from approximately 300' to TD.
- e. Productive zones will be swab tested. Water produced during testing will be contained in the temporary reserve pit. All produced oil will be stored and sold. Gas will be flared during testing.

G. Abnormal Conditions and Potential Hazards:

Abnormal conditions such as abnormal temperatures or pressures are not anticipated. Potential hazards such as H₂S are also not anticipated.

Close of rotary table
or floor beams

Minimum, 6 inches



MINIMUM BLOWOUT PREVENTER
REQUIREMENTS - NORMAL
PRESSURE SERVICE

SURFACE USE PLAN TO ACCOMPANY APPLICATION FOR PERMIT TO DRILL

Anadarko Petroleum Corporation
Helper State D-8
FSL & 445 FEL, SE Sec 4-T14S-R10E
981 Carbon Co., Utah

1. Existing Roads: See Map A and Map B.
 - a. Location of proposed well in relation to town or other reference point: Location is approximately 2.0 miles north of Price, Utah.
 - b. Proposed route to location: (See Map "A" for marked access).
 - c. Location and description of roads in the area:
(See Map "A" and Map "B").
 - d. Plans for improvement and/or maintenance of existing roads: The existing roads will be maintained in the same or better condition as existed prior to the commencement of operations.
2. Planned Access Roads:
 - a. The existing and proposed roads will be crowned, ditched or dipped from the existing County road to the location prior to use for moving the drilling rig onto the site. The maximum disturbed width will not exceed 30' with an eighteen foot running surface. Dust will be controlled by the use of water or an approved dust retardant. All roads, including access to drilling water, will be maintained in as good or better condition than existing condition.
 - b. Maximum grades: Maximum grade will be less than 10%.
 - c. Turnouts: None planned.
 - d. Location: Access to the location uses an existing road up to the location. New road that will be constructed for access off of the existing road is flagged. (See Map B).
 - e. Drainage: The road surface will be center crowned with ditches on each side of road. Slopes will have a maximum slope of 3:1.
 - f. There will be no culverts placed in the ditchways during the drilling phase of operations. Further evaluation will be made for the additions of culverts if the road is to have long-term use.
 - g. Surface materials (source): Surface materials will most likely not be required to be transported to the access road or drillpad for construction purposes. However, if gravel is required, the dirt contractor will be responsible for locating and permitting of any necessary construction material.

3. Location of Existing Wells: (2 mile radius)

The proposed Helper State D-8 location is approximately 1200' south of the proposed Helper State A-4.

4. Location of Tank Batteries and Production Facilities:

All permanent (on site for six months or longer) structures constructed or installed (including oil well pumpjacks) will be painted a flat, non-reflective, earthtone color to match the standard environmental colors, as determined by the Rocky Mountain 5-State Interagency Committee. This will include all facilities except those required to comply with O.S.H.A. (Occupational Safety and Health Act) regulations. These will be painted the color stipulated by O.S.H.A. All facilities will be painted within six months of installation.

Gas meter runs for each well, if needed, will be located within 500 feet of the wellhead. The gas flowline will be buried from the wellhead to the meter and 500 feet downstream of the meter run or any production facilities. Meter runs will be housed and/or fenced.

The oil and gas measurement facilities will be installed on the well location. The oil and gas meters will be calibrated in place prior to any deliveries. Test for meter accuracy will be conducted monthly for the first three months on new meter installations and at least quarterly thereafter. The State of Utah will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports will be submitted to State of Utah. All meter measurement facilities will conform with the API standards for liquid hydrocarbons and the AGA standard for natural gas measurement.

5. Location and Type of Water Supply:

Water supply for drilling and completion purposes will be furnished by a water hauler.

Water supply will be obtained from either the Price River or from Willow Creek.

6. Source of Construction Material:

Native material will be used for road surfacing and pad construction.

Should additional construction material be required, it will be the responsibility of the dirt contractor to locate and permit (if necessary) use of that material.

7. Methods of Handling Waste Disposal

The reserve pit will be lined.

Produced waste water will be confined to a lined pit for a period not to exceed 90-days after initial production.

Trash will be confined in a covered container and hauled to an approved landfill. Burning of waste or oil is not approved, and spoil material will be kept on site for recontouring.

No bore holes will be used for disposal of waste materials. Human waste will be contained and will be disposed of at an approved sanitary landfill.

8. Ancillary Facilities:

Not applicable for drilling operations in this area.

9. Wellsite Layout:

A plat showing access to the well-pad and the location of the reserve pit are attached.

The location and access road will be cleared of trees prior to any construction. Stumps will be scattered or buried in an area designated by the State of Utah. Any stump left in place will be cut so that the stump height does not exceed 12 inches. All slash less than four inches in diameter will be chipped or scattered outside the cleared area and must be within 24 inches of the ground at all points. All material four inches in diameter or greater will be removed. All of the above will take place prior to placement of drilling facilities.

Topsoil and vegetation will be stripped together to a depth of 6 to 8 inches and stockpiled by wind-row on the northeast edge of the location. No topsoil stripping will be allowed when soils are moisture saturated to a depth of 3 inches, or frozen below the stripping depth.

The reserve pit will be fenced on three sides prior to drilling activity and closed off on the fourth side after drilling is finished. Fencing will be four strands of barbed wire or 48-inch woven wire with one strand of barbed wire above the woven wire. All corners will be braced with a wooden H-type brace. The fence construction will be on cut or undisturbed ground and the fence will be maintained in a livestock tight condition.

10. Plans for Restoration of Surface:

The State of Utah will be notified at least 24-hours prior to commencing reclamation work.

Immediately upon completion of drilling, the location and surrounding area will be cleared of all debris, materials, trash, and junk not required for production.

Before any dirt work to restore the location takes place, the reserve pit must be completely dry and all cans, barrels, pipe, etc. will be removed.

If the well is a producer:

Unneeded areas of the location will be reclaimed as soon as the reserve pit has dried. Upgrade and maintain the access roads as necessary to prevent soil erosion and accommodate year-round traffic. Reshape areas unnecessary to operations, rip or disk on the contour, and seed all disturbed area outside the work area according to the seed mixture specified below. Save the topsoil for use during final reclamation unless the site can be recontoured to blend with the natural topography as required for final abandonment. Perennial vegetation must be established. Additional work will be required in case of seeding failures. All permanent facilities placed on the location will be painted to blend with the natural environment.

If the well is abandoned/dry hole:

Restore the access road and location to blend with the natural topography. During reclamation of the site, push the fill material into cuts and up over the backslope. Leave no depressions that will trap water or form ponds. Distribute topsoil evenly over the location and seed according to the above seed mixture. The access road and location will be ripped or disked prior to seeding.

Prepare seed-bed by contour cultivating four to six inches deep. Drill seed 1/2 to 1 inch deep following the contour. In areas that cannot be drilled, broadcast seed at 1.5 times the application rate and cover 1/2 to 1 inch deep with a harrow or drag-bar.

Fall seeding will be completed after September 1 and prior to ground frost. Spring seeding will be completed after the frost has left the ground and prior to June 1.

11. Other Information:

There will be no deviation from the proposed drilling and/or workover program without prior approval. Safe drilling and operating practices must be observed.

"Sundry Notice and Report on Wells" will be filed for approval for all changes of plans and other operations.

The dirt contractor will be provided with an approved copy of the surface use plan.

An archaeology inspection will be performed by an authorized contractor. Their report on this inspection will be sent directly to the State of Utah.

The operator is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts or fossils. The Operator will immediately bring to the attention of the State of Utah any and all antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, artifacts, or fossils discovered as a result of operations under this permit. The operator will immediately suspend all activities in the area of the object and will leave such discoveries intact until told to proceed by the State of Utah. Notice to proceed will be based upon evaluation of the cultural significance of the object. Evaluation will be by a qualified professional. When not practical, the Operator will follow the mitigation requirements set forth by the State of Utah concerning protection, preservation, or disposition of any sites or material discovered. Within five working days the State of Utah will inform the Operator as to:

Whether materials appear eligible for the National Register of Historic Places;

the mitigation measure(s) the Operator will likely have to undertake before the site can be used (assuming in situ preservation is not necessary); and,

a time frame for the State of Utah to complete an expedited review to conform, through the State Historic Preservation Officer, that the findings are correct and that mitigation is appropriate.

If the Operator wishes, at any time, to relocate activities to avoid the expense of mitigation and/or the delays associated with this process, the State of Utah will assume responsibility for whatever recordation and stabilization of the exposed materials may be required. Otherwise, in those situations where the State of Utah determines that mitigation, data recovery and/or salvage excavations are necessary, the Operator will bear the cost. The State of Utah will provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the State of Utah that the required mitigation has been completed, the Operator will then be allowed to resume construction.

12. Lessee's or Operator's Representatives and Certification:

REPRESENTATIVE

Name: Dave Hudspeth
Phone: 281/874-8814
Address: Anadarko Petroleum Corporation
17001 Northchase Drive
Houston, Texas 77060

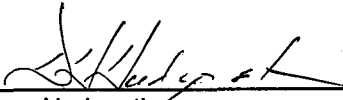
CERTIFICATION

I hereby certify that I, or persons under my direct supervision, have inspected the proposed drillsite and access route, that I am familiar with the conditions which currently exist, that the statements made in this plan are to the best of my knowledge, true and correct, and that the work associated with the operations proposed herein will be performed by

ANADARKO PETROLEUM CORPORATION

and its contractors and subcontractors in conformity with this plan and the terms and conditions under which it is approved.

16-May-97
Date

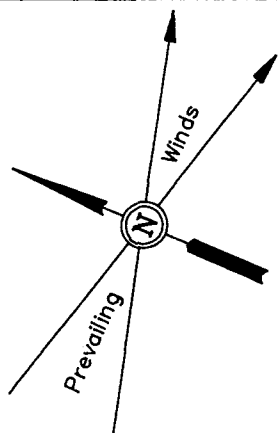
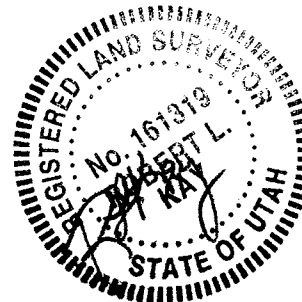


Dave Hudspeth
Staff Drilling Engineer

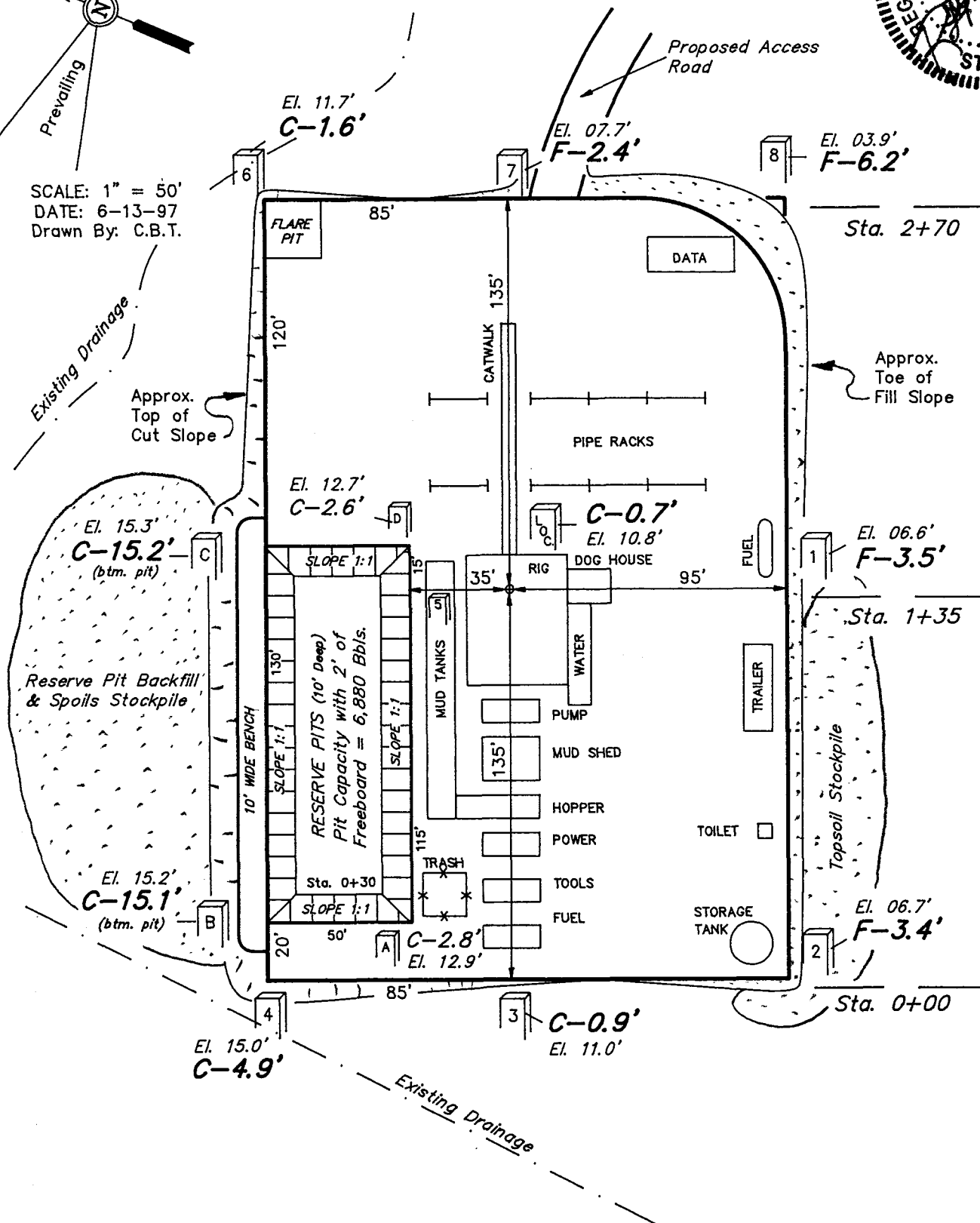
ANADARKO PETROLEUM CORP.

LOCATION LAYOUT FOR

HELPER STATE #D-8
SECTION 4, T14S, R10E, S.L.B.&M.
981' FSL 445' FEL



SCALE: 1" = 50'
DATE: 6-13-97
Drawn By: C.B.T.



ELEV. UNGRADED GROUND AT LOC. STAKE = 5810.8'
ELEV. GRADED GROUND AT LOC. STAKE = 5810.1'

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East Vernal, Utah

ANADARKO PETROLEUM CORP.

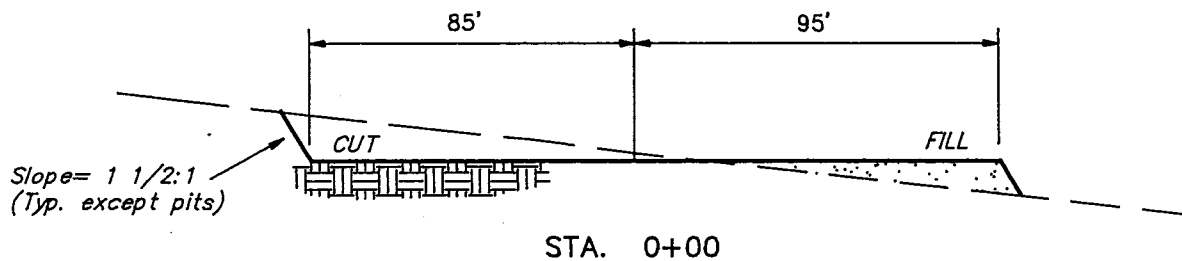
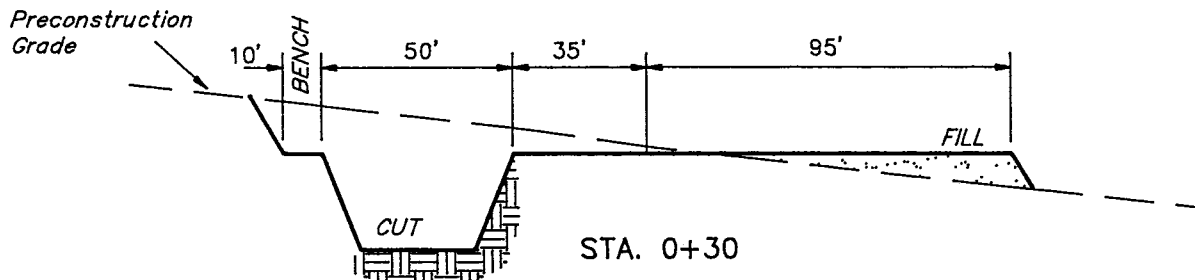
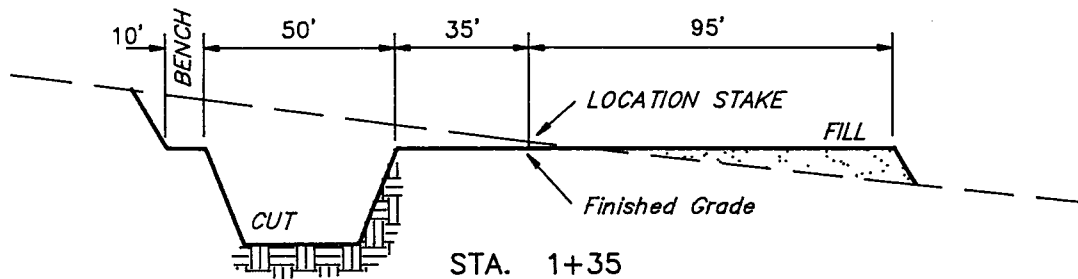
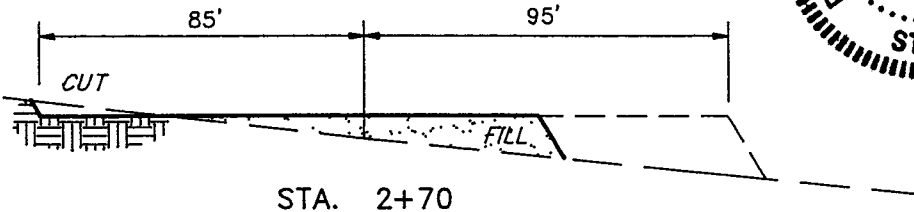
TYPICAL CROSS SECTIONS FOR

HELPER STATE #D-8
SECTION 4, T14S, R10E, S.L.B.&M.
981' FSL 445' FEL



1" = 20'
X-Section
Scale
1" = 50'

DATE: 6-13-97
Drawn By: C.B.T.

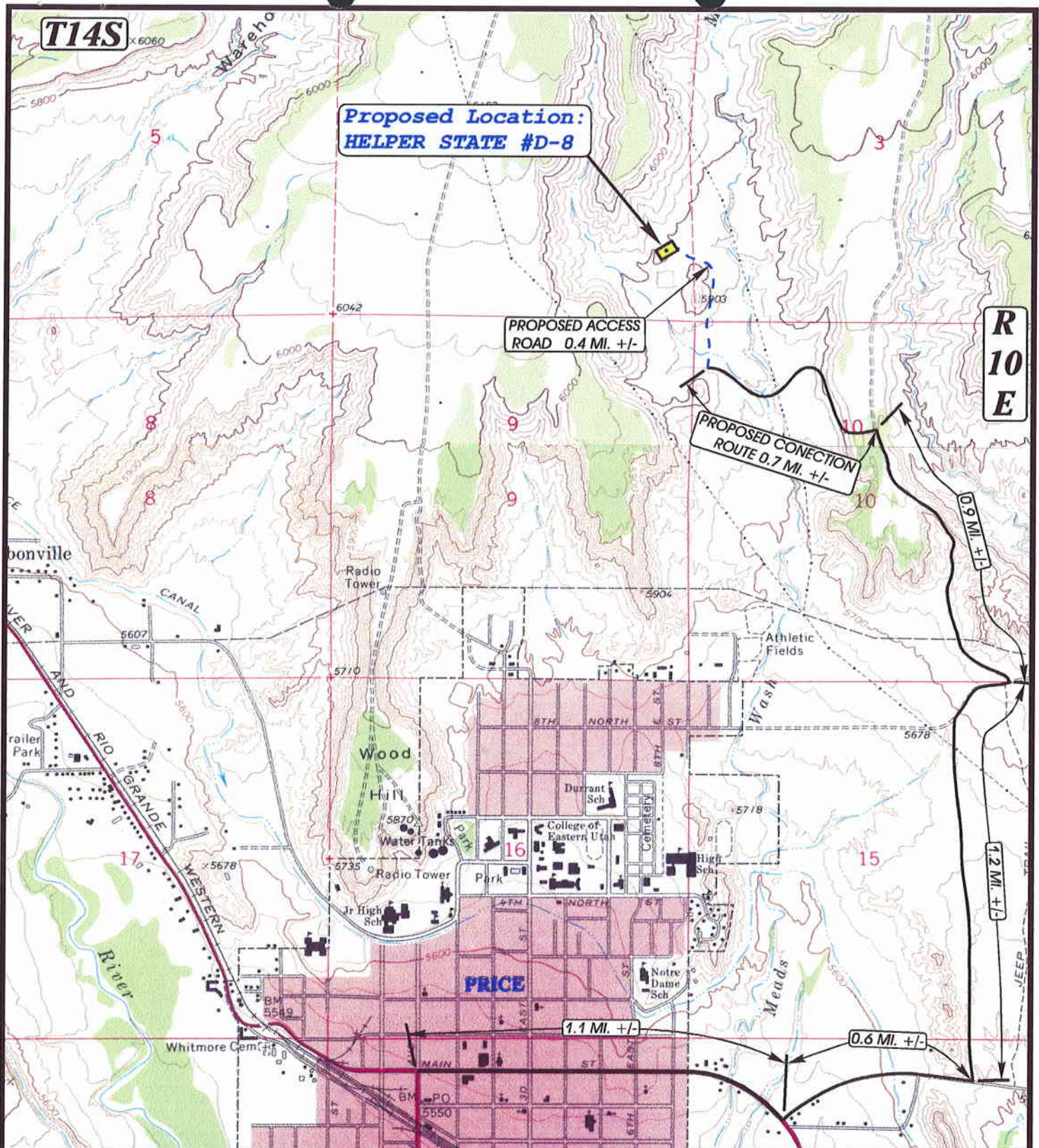


APPROXIMATE YARDAGES

CUT	
(6") Topsoil Stripping	= 900 Cu. Yds.
Remaining Location	= 3,820 Cu. Yds.
TOTAL CUT	= 4,720 CU.YDS.
FILL	= 2,780 CU.YDS.

EXCESS MATERIAL AFTER 5% COMPACTION	= 1,790 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	= 1,790 Cu. Yds.
EXCESS UNBALANCE (After Rehabilitation)	= 0 Cu. Yds.

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East Vernal, Utah



**TOPOGRAPHIC
MAP**

DATE: 9-30-96
Drawn by: D.COX

UINIAH ENGINEERING & LAND SURVEYING
85 So. 200 East • Vernal, Utah 84078 • (801) 789-1017

N

SCALE: 1" = 2000'

ANADARKO PETROLEUM CORP.

HELPER STATE #D-8
SECTION 4, T14S, R10E, S.L.B.&M.
1059' FSL 395' FEL



SCALE: 1" = 2000'

WORKSHEET
APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 05/27/97

API NO. ASSIGNED: 43-007-30368

WELL NAME: HELPER STATE D-8
OPERATOR: ANADARKO PETROLEUM CORP (N0035)

PROPOSED LOCATION:

SESE 04 - T14S - R10E
SURFACE: 0981-FSL-0445-FEL
BOTTOM: 0981-FSL-0445-FEL
CARBON COUNTY
UNDESIGNATED FIELD (002)

INSPECT LOCATION BY: 07/15/97

TECH REVIEW	Initials	Date
Engineering	<i>JRB</i>	<i>7/22/97</i>
Geology		
Surface		

LEASE TYPE: STA
LEASE NUMBER: ML - 45804

PROPOSED PRODUCING FORMATION: FRSD

RECEIVED AND/OR REVIEWED:

☒ Plat
☒ Bond: Federal[] State ☒ Fee[]
(Number 224351)
☒ Potash (Y/N)
☒ Oil shale (Y/N)
☒ Water permit
(Number CONSIDERABLE SUPPLY)
☒ RDCC Review (Y/N)
(Date: _____)

LOCATION AND SITING:

____ R649-2-3. Unit: _____
____ R649-3-2. General.
☒ R649-3-3. Exception.
____ Drilling Unit.
____ Board Cause no: _____
____ Date: _____

COMMENTS: Casing OK, Cement stip. needed, BOP OK, exc. loc. OK.

STIPULATIONS: 1. Statement of Basis
2. Cement stip. - 5 1/2" casing

COUNTY: CARBON UAC: R649-3-2 & R649-3-3



DIVISION OF OIL, GAS AND MINING
APPLICATION FOR PERMIT TO DRILL
STATEMENT OF BASIS

Operator Name: Anadarko Petroleum Corp

Name & Number: Helper State D - 8

API Number: 43 - 007 - 30368

Location: 1/4, 1/4 SE SE Sec. 4 T. 14 S R. 10 E

Geology/Ground Water:

A minor aquifer may be encountered close to the surface. The location is on the fringe of a moderately permeable Quaternary slope wash deposit as it laps up onto the Blue Gate Shale Member of the Mancos Shale. These are the only sediments which may provide a high quality water resource from the surface to the top of the Ferron Sandstone Member of the Mancos Shale. Garley Canyon Sandstone Beds of the Blue Gate Shale thin or pinch out nearby so they should not present a ground water resource. The proposed casing program will adequately cover the thin surficial deposits.

Reviewer: Chris Kierst

Date: 6/25/97

Surface:

The pre-site review was conducted by division personnel in accordance with the rules and guidelines of the Division. All surface use agencies were notified and the private surface owner was contacted. Drainage and location problems were discussed with all the interested parties in attendance. It was recommended that the Division of Water Rights personnel be contacted about a drainage crossing 1/4 mile from the location, and that culverts of sufficient size and number be used in order to stabilize the road and location. It was also decided that the topsoil and left over spoil piles on all locations would be seeded in order to stabilize the pile and minimize erosion. The access roads and infrastructures will be graveled kept compacted to minimize dust.

Reviewer: Michael Hebertson & Jimmy Thompson

Date: 6/11/97

Conditions of Approval/Application for Permit to Drill:

1. A pit liner of at least 12 MILS thickness will be required.
2. The location will be bermed on all sides to prevent water entering or leaving location.
3. The topsoil and spoil piles will be re-seeded as soon as possible after the well is placed on production.
4. The unused portions of the location and bermed area will be re-seeded in order to control erosion.
5. The shoulders of the roads and pipelines will be reseeded and reclaimed as soon as practicle.

ON-SITE PREDRILL EVALUATION

Division of Oil, Gas and Mining

OPERATOR: Anadarko

WELL NAME & NUMBER: Helper State D - 8

API NUMBER: 43-007-30368

LEASE: State ML - 45804 FIELD/UNIT: Undesignated (002)

LOCATION: 1/4, 1/4 SESE Sec: 4 TWP: 14 S RNG: 10 E 981 FSL 445 FEL

LEGAL WELL SITING: 460 F SEC. LINE; F 1/4, 1/4 LINE; 920 F ANOTHER WELL.

GPS COORD (UTM): x = 517383 y = 4386829

SURFACE OWNER: State of Utah

PARTICIPANTS

M. Hebertson, J. Thompson (DOGM), Ed Bonner (SITLA), Ben Morris
(Wildlife), Jeff Duncan (Anadarko), Mike Robinson Contractor, Steve
Gray (Gray Construction), Lloyd Walker (Walker Construction), Mike
Barnes (Neils Construction), David Kaye, Heath Lemon (Uintah
Engineering).

REGIONAL/LOCAL SETTING & TOPOGRAPHY

Western margin of Colorado Plateau/~4 miles south of the Tavaputs
Plateau and 4 miles south of the 1000-1500' Book Cliffs. Location is
on an outwash plane of Quaternary slope-wash. Slope-wash occurs as
broad, gently sloping (southwest) sheets locally containing valley
fill and it occurs below, between and beside low, pediment mantle
covered benches, west, north and east of the city of Price, UT, 4
miles south of the Book Cliffs. Location is on gently southwest
sloping nearly flat ground, north of the City of Price.

SURFACE USE PLAN

CURRENT SURFACE USE: Grazing, recreation and wildlife habitat

PROPOSED SURFACE DISTURBANCE: 270' X 180' pad with 130' X 50' X 10'
pit included as part of the location. 3.2 miles of approach road
and upgrades needed. Spoils and topsoil stockpiles and reserve pit
backfill pile will be stored outboard of the pad. New access road to
the location is 0.4 miles.

LOCATION OF EXISTING WELLS WITHIN A 1 MILE RADIUS: Helper State D-7

LOCATION OF PRODUCTION FACILITIES AND PIPELINES: Powerline and
gathering system follow approach road.

SOURCE OF CONSTRUCTION MATERIAL: Native material will be used to
gravel approach road and location. Any additional material will be
acquired from commercial sources.

ANCILLARY FACILITIES: None

WASTE MANAGEMENT PLAN:

Portable toilets; garbage cans on location will be emptied into
centralized dumpsters which will be emptied into an approved
landfill. Reserve pit will be dried after use and then buried.
Water produced during testing and completion will be stored in a
lined temporary reserve pit and disposed of by injection, reverse
osmosis or evaporation.

ENVIRONMENTAL PARAMETERS

AFFECTED FLOODPLAINS AND/OR WETLANDS: NONE

FLORA/FAUNA: Sagebrush, indian rice grass, broom snakeweed, winterfat,
greasewood, shadscale, blue gramma, dryland sedge, grasses var.
species, salina wild rye, cactus, / birds, coyotes, rodents, elk,
deer, reptiles.

SOIL TYPE AND CHARACTERISTICS: Sandy, cobbled, highly-permeable soil
on the Quaternary pediment mantle veneer which overlies the existing
Blue Gate Shale Member of the Cretaceous Mancos Shale.

SURFACE FORMATION & CHARACTERISTICS: Quaternary pediment mantle. Light
brown, brown, gray, or reddish-brown, unconsolidated, massively-
bedded sediments consisting of silts, sands, pebbles, boulders, and
cobbles in a poorly sorted mixture.

EROSION/SEDIMENTATION/STABILITY: Stable ground. Erosion is limited to
minor dry washes during cloudbursts, high winds and periods of rapid
snowmelt with sedimentation occurring during the wane of these
episodes. This location is at the head of Warehouse Canyon and will
need special consideration.

PALEONTOLOGICAL POTENTIAL: None

RESERVE PIT

CHARACTERISTICS: 130' X 50' X 10' excavated pit bermed to deflect
runoff.

LINER REQUIREMENTS (Site Ranking Form attached): Minimum 12 mil
synthetic liner

SURFACE RESTORATION/RECLAMATION PLAN

Site will be restored to SITLA standards upon abandonment.

SURFACE AGREEMENT: As per mineral lease #ML-45804 with the State of Utah

CULTURAL RESOURCES/ARCHAEOLOGY: Cleared and on-file.

OTHER OBSERVATIONS/COMMENTS

Placement of the location with the northeast corner cutting out the
only drainage gully for the entire bowl with no good way to divert
the drainage around the pad. The well and pad were moved to a new
spot ~100' south and ~100' west to lessen the impact to the
established drainage.

ATTACHMENTS:

photos are on file.

Mike Hebertson and Jimmie Thompson
DOGM REPRESENTATIVES

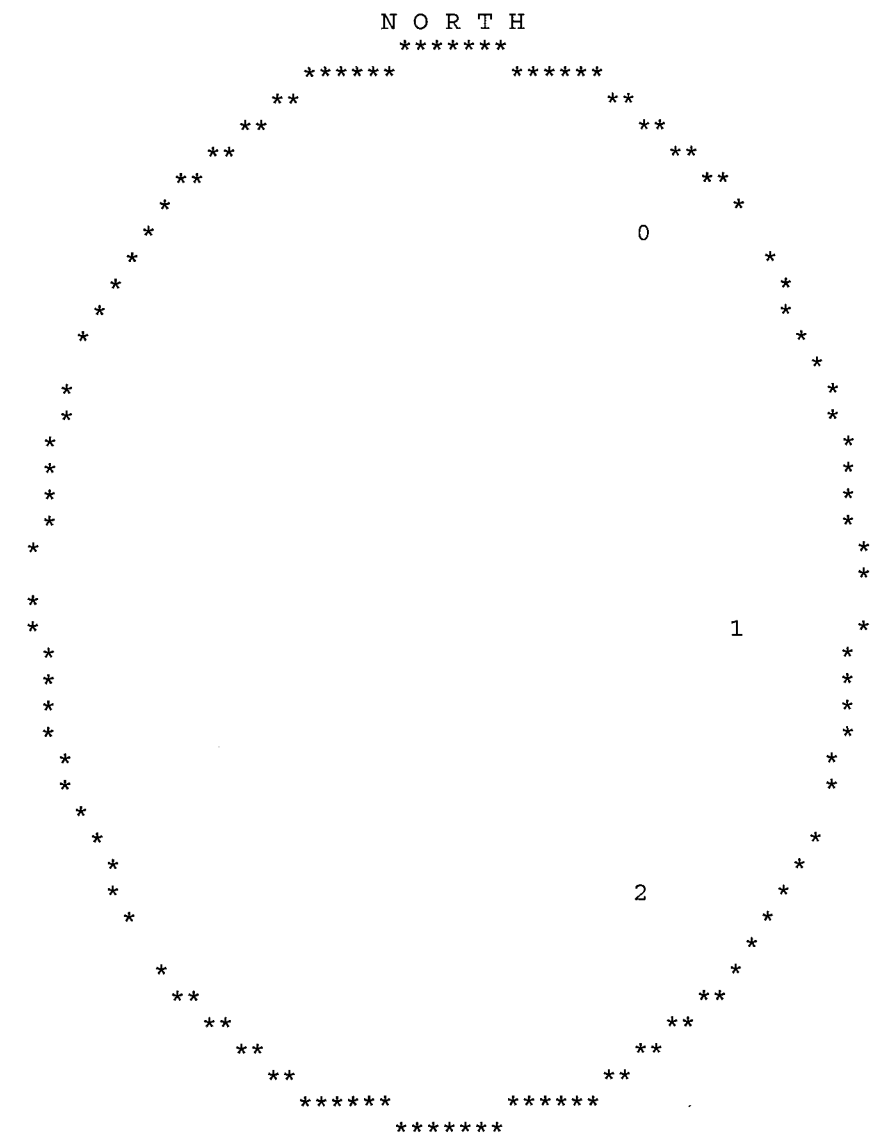
22-July-1997
DATE/TIME

**Evaluation Ranking Criteria and Ranking Score
For Reserve and Onsite Pit Liner Requirements**

<u>Site-Specific Factors</u>	<u>Ranking</u>	<u>Site Ranking</u>
Distance to Groundwater (feet)		
>200	0	
100 to 200	5	
75 to 100	10	
25 to 75	15	
<25 or recharge area	20	<u>5</u>
Distance to Surf. Water (feet)		
>1000	0	
300 to 1000	2	
200 to 300	10	
100 to 200	15	
< 100	20	<u>2</u>
Distance to Nearest Municipal Well (feet)		
>5280	0	
1320 to 5280	5	
500 to 1320	10	
<500	15	<u>0</u>
Distance to Other Wells (feet)		
>1320	0	
300 to 1320	10	
<300	20	<u>0</u>
Native Soil Type		
Low permeability	0	
Mod. permeability	10	
High permeability	20	<u>20</u>
Fluid Type		
Air/mist	0	
Fresh Water	5	
TDS >5000 and <10000	15	
TDS >10000 or Oil Base	20	
Mud Fluid containing high levels of hazardous constituents		<u>0</u>
Drill Cuttings		
Normal Rock	0	
Salt or detrimental	10	<u>0</u>
Annual Precipitation (inches)		
<10	0	
10 to 20	5	
>20	10	<u>5</u>
Affected Populations		
<10	0	
10 to 30	6	
30 to 50	8	
>50	10	<u>0</u>
Presence of Nearby Utility		
Conduits		
Not Present	0	
Unknown	10	
Present	15	<u>15</u>
Final Score		<u>47</u>

UTAH DIVISION OF WATER RIGHTS
WATER RIGHT POINT OF DIVERSION PLOT CREATED MON, JUN
PLOT SHOWS LOCATION OF 4 POINTS OF DI

PLOT SCALE IS APPROXIMATELY 1 INCH = 2000 F



UTAH DIVISION OF WATER RIGHTS
NWPLAT POINT OF DIVERSION LOCATION PR

Points of Diversion

Page 2 of 2

MAP CHAR	WATER RIGHT	QUANTITY CFS	AND/OR AC-FT	SOURCE DESCRIPTION or WELL INFO DIAMETER DEPTH YEAR LOG NORTH	POI
0	91 2657	.0000	.00	Stream	
				WATER USE(S): STOCKWATERING	
				State of Utah School & Institutional Tru 3 Triad Center, Suite 400 --	
1	91 4463	.0000	.00	Unnamed Stream	
				WATER USE(S): STOCKWATERING	
				State of Utah School & Institutional Tru 3 Triad Center, Suite 400 --	
1	91 4463	.0000	.00	Unnamed Stream	
				WATER USE(S): STOCKWATERING	
				State of Utah School & Institutional Tru 3 Triad Center, Suite 400 --	
2	91 2659	.0000	.00	Unnamed Stream	
				WATER USE(S): STOCKWATERING	
				State of Utah School & Institutional Tru 3 Triad Center, Suite 400 --	

**STATE OF UTAH
COUNTY OF CARBON**

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned June Spratling Oliveto, Trustee of the June Spratling Oliveto Trust dtd 3-9-92, whose address is 795 North 400 East, Price, UT 84501 (hereinafter referred to as GRANTOR, whether one or more), is the owner of the surface of the following described property, to-wit:

TOWNSHIP 14 SOUTH, RANGE 10 EAST, SLM

Section 5: S1/2NE1/4, E1/2SW1/4, SE1/4

Section 8: NE1/4

See Exhibits "A", "B", and "C" Attached

and Anadarko Petroleum Corporation whose address is P.O. Box 1330, Houston, TX 77251-1330, (hereinafter referred to as GRANTEE), owns leases covering oil, gas and mineral rights in, under and upon said property; and

WHEREAS, Grantee desire to build access roads, pipelines and appurtenances thereto, power lines, and well sites for the drilling of Coalbed Degasification wells on a portion of said property.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, the easement and right to us that portion of the herein above described property as may be necessary to conduct its drilling and production operations on said property, including the right to construct and maintain coalbed methane gas well sites; to construct, entrench, maintain, operate, replace, remove, protect, or abandon a pipeline or pipelines for water or gas with appurtenances thereto, including, but not limited to, valves, metering equipment, and cathodic equipment; to construct, maintain or cover up any pits or ponds necessary for drilling operations or water storage; to erect, maintain, relocate, replace or remove production facilities, including, but not limited to, pumps, compressors, separators, treaters, etc.; to construct, maintain, relocate, or abandon roads, and in connection therewith, a power line or power lines (said well sites, pipelines, appurtenances, valves, metering equipment, cathodic equipment, road and power lines being sometimes collectively called the "facilities") over, under and through the hereinafter described land as described in the attached Exhibits "A" and "B".

Grantor acknowledges the receipt and sufficiency of the above described consideration as payment for all damages to Grantor's trees, timber, growing crops, and other vegetation being cultivated on said land by the undersigned or their respective lessees, tenants or assigns caused by the construction, maintenance, protection, repair, placement or removal of the facilities as described in the attached exhibits and agrees that the payment and acceptance of the consideration set forth above is in full and complete payment, settlement, compromise and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action for any and all injuries and damage to the surface of the land hereinbelow described and to any appurtenances or improvements thereon, and for any and all claims including but not limited to loss of potential rental income, damages to and/or loss of livestock and wildlife, arising directly or indirectly in connection with the operations thereon by Grantee, its employees, agents, contractors, or subcontractors in connection with the above-mentioned operations of Grantee.

Grantee shall have the free right of ingress and egress to, over, upon, through and across said right-of-way and easement for any and all purposes that may be necessary or incidental to the maintenance of the right-of-way and easement, with the right to use existing roads which enter Grantor's property for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline or pipelines with either like or different size pipe. During temporary periods, Grantee may use such portions of the property along and adjacent to said right-of-way as may be necessary in connection with construction, maintenance, repair, removal or replacement of the facilities and if such use cause any damages to Grantor's lands outside of the above described right-of-way, Grantee shall pay Grantor for such damages.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within the lands covered by this right-of-way without Grantee's prior written consent.

If Grantee desires to remove any trees adjacent to said right-of-way at a later date which may be hazardous to the maintenance and use of the facilities on the right-of-way, Grantee shall first obtain approval from Grantor in writing, Grantor's approval not to be unreasonably withheld, and after receipt of such approval, may proceed to cut and remove such trees subject to payment of additional timber damages, if any are determined.

The undersigned hereby covenant and warrant that they are the surface owners of the above described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an uncluttered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding up Grantor, Grantor's heirs, legal representatives and successors in title. Upon abandonment, at the request of the Grantor, Grantee shall execute and deliver to Grantor a document in recordable form evidencing said abandonment.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement is subject to Special Stipulations as described on the attached Exhibit "C". In the event of conflict between the terms of the main body of the Agreement and the Special Stipulations described on the attached Exhibit "C", the Special Stipulations control.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one instrument executed as of the dates of the respective acknowledgments of the parties hereto, but being effective as of the 1st day of February, 1997.

GRANTOR:

June Spratling Oliveto
June Spratling Oliveto, Trustee of the June
Spratling Oliveto Trust dtd 3-9-92
TIN: 529-20-8120
Date: *March 12, 1997*

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF ~~CARBON~~ Salt Lake

I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared June Spratling Oliveto, Trustee of the June Spratling Oliveto Trust dtd 3-9-92, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that, being informed of the contents of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year herein mentioned.

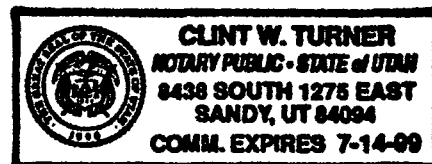
Given under my hand and seal this 13th day of March, 1997.

Clint W. Turner

Notary Public

Residing at: Sandy, UT

My Commission Expires: 7-14-99



Dated: 3/18/97

GRANTEE:

ANADARKO PETROLEUM CORPORATION

By: *Dave Winchester*
Dave Winchester
Its: Division Drilling Engineer

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Dave Winchester, whose name as Division Drilling Engineer, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 18 day of March, 1997.



DAWN D. GARDNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 10, 1998

Dawn Gardner
Residing at: Houston, Texas

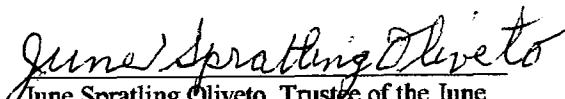
My Commission Expires: 10. Aug. 98

EXHIBIT "B"

Attached to and made a part of that certain Surface Land Use Agreement effective the 1st day of February, 1997, by and between June Spratling Oliveto, Trustee of the June Spratling Oliveto Trust dtd 3-9-92, as Grantor, and Anadarko Petroleum Corporation, as Grantee.

1. A well location approximately two hundred ten feet (210') by three hundred forty feet (340') (1.64 acres) in the SE1/4, Section 5, T14S-R10E, SLM, Carbon County, Utah. (Helper State #D-6).
2. A well location approximately two hundred ten feet (210') by three hundred forty feet (340') (1.64 acres) in the NE1/4, Section 8, T14S-R10E, SLM, Carbon County, Utah. (Helper Federal #F-3).
3. A road/pipeline/power line right-of-way forty feet (40') wide by approximately fifteen thousand five hundred (15500') long (939.30 rods) (14.23 acres) more or less, in the lands covered by this Agreement as shown on Exhibit "A".

SIGNED FOR IDENTIFICATION


June Spratling Oliveto, Trustee of the June
Spratling Oliveto Trust dtd 3-9-92


Dave Winchester

EXHIBIT "C"
SPECIAL STIPULATIONS

Attached to and made a part of that certain Surface Land Use Agreement effective the 1st day of February, 1997, by and between June Spratling Oliveto, Trustee of the June Spratling Oliveto Trust dated 3-9-92, as Grantor, and Anadarko Petroleum Corporation, as Grantee.

1. Each pipeline and power line installed hereunder shall be constructed not less than five (5) feet below the surface elevation of said land at the time of construction, provided that subsoil and subsurface conditions will permit a pipeline or power line to be constructed at this depth using normal construction methods. In the event that rock or other subsoil or subsurface conditions, including other previously laid pipe or other lines, do not permit a pipeline or power line to be constructed at this depth by normal construction methods, each pipeline or power line constructed hereunder shall be constructed at the lowest depth above the five (5) feet minimum depth specified above that normal construction methods will permit. It is agreed and understood that there is no obligation on the part of Grantee to bury power lines. Grantor, its successors or assigns, shall give reasonable notice to Grantee before crossing a pipeline or power line at locations other than existing roadways so that Grantee may instruct Grantor on what measures must be taken by Grantor to protect such facilities from damage.

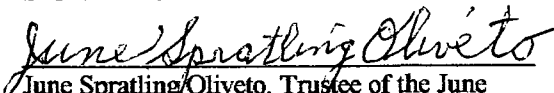
2. It is hereby understood and agreed that by the execution of this agreement, Grantee does not serve to waive, forfeit, or limit any rights it may have by virtue of the mineral Lease(s) active on the subject properties and shall not be deemed as a limitation on additional surface use if further mineral development is contemplated. If the need for such additional surface use arises, Grantor and Grantee agree to negotiate in good faith to reach an agreement substantially similar in form to this agreement for such use.

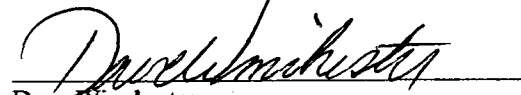
3. Lockable gates shall be installed by Grantee wherever roads shall go through any fences located on Grantors lands that are subject to this Agreement.

4. Grantee shall have the right at any time, but not the necessity, to remove or abandon in place all machinery, fixtures, power lines and pipelines placed on or in said land, including the right to draw and remove casing. In no event shall Grantor be due any further damages for Grantee's efforts to restore the surface of the subject lands.

5. All roads shall be constructed with appropriate ditches and drain culverts to allow proper drainage off of said roads and also to prevent water from backing up along said roads, all at the sole expense of Grantee.

SIGNED FOR IDENTIFICATION


June Spratling Oliveto, Trustee of the June
Spratling Oliveto Trust dtd 3-9-92


Dave Winchester

**STATE OF UTAH
COUNTY OF CARBON**

SURFACE LAND USE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned Paul D. Ambrosio, a single man, whose address is 81 West Main, Price, UT 84501 (hereinafter referred to as GRANTOR, whether one or more), is the owner of the surface of the following described property, to-wit:

TOWNSHIP 14 SOUTH, RANGE 10 EAST, SLM

Section 5: S1/2NE1/4, E1/2SW1/4, SE1/4

Section 8: NE1/4

See Exhibits "A", "B", and "C" Attached

and Anadarko Petroleum Corporation whose address is P.O. Box 1330, Houston, TX 77251-1330, (hereinafter referred to as GRANTEE), owns leases covering oil, gas and mineral rights in, under and upon said property; and

WHEREAS, Grantee desire to build access roads, pipelines and appurtenances thereto, power lines, and well sites for the drilling of Coalbed Degasification wells on a portion of said property.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, the easement and right to us that portion of the herein above described property as may be necessary to conduct its drilling and production operations on said property, including the right to construct and maintain coalbed methane gas well sites; to construct, entrench, maintain, operate, replace, remove, protect, or abandon a pipeline or pipelines for water or gas with appurtenances thereto, including, but not limited to, valves, metering equipment, and cathodic equipment; to construct, maintain or cover up any pits or ponds necessary for drilling operations or water storage; to erect, maintain, relocate, replace or remove production facilities, including, but not limited to, pumps, compressors, separators, treaters, etc.; to construct, maintain, relocate, or abandon roads, and in connection therewith, a power line or power lines (said well sites, pipelines, appurtenances, valves, metering equipment, cathodic equipment, road and power lines being sometimes collectively called the "facilities") over, under and through the hereinafter described land as described in the attached Exhibits "A" and "B".

Grantor acknowledges the receipt and sufficiency of the above described consideration as payment for all damages to Grantor's trees, timber, growing crops, and other vegetation being cultivated on said land by the undersigned or their respective lessees, tenants or assigns caused by the construction, maintenance, protection, repair, placement or removal of the facilities as described in the attached exhibits and agrees that the payment and acceptance of the consideration set forth above is in full and complete payment, settlement, compromise and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action for any and all injuries and damage to the surface of the land hereinbelow described and to any appurtenances or improvements thereon, and for any and all claims including but not limited to loss of potential rental income, damages to and/or loss of livestock and wildlife, arising directly or indirectly in connection with the operations thereon by Grantee, its employees, agents, contractors, or subcontractors in connection with the above-mentioned operations of Grantee.

Grantee shall have the free right of ingress and egress to, over, upon, through and across said right-of-way and easement for any and all purposes that may be necessary or incidental to the maintenance of the right-of-way and easement, with the right to use existing roads which enter Grantor's property for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline or pipelines with either like or different size pipe. During temporary periods, Grantee may use such portions of the property along and adjacent to said right-of-way as may be necessary in connection with construction, maintenance, repair, removal or replacement of the facilities and if such use cause any damages to Grantor's lands outside of the above described right-of-way, Grantee shall pay Grantor for such damages.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within the lands covered by this right-of-way without Grantee's prior written consent.

If Grantee desires to remove any trees adjacent to said right-of-way at a later date which may be hazardous to the maintenance and use of the facilities on the right-of-way, Grantee shall first obtain approval from Grantor in writing, Grantor's approval not to be unreasonably withheld, and after receipt of such approval, may proceed to cut and remove such trees subject to payment of additional timber damages, if any are determined.

The undersigned hereby covenant and warrant that they are the surface owners of the above described land, and have the right to enter into this agreement.

FOR THE SAME CONSIDERATION RECITED ABOVE, Grantor and Grantee do hereby release, discharge and acquit the other from any and all liability, and shall indemnify the other against any and all claims and demands for damages, attorneys fees, injury or loss, existing now or done hereafter, to the surface of said lands or to any third parties arising out of or being the result of their or, their agents, contractors, licensees, permittees, successors and assigns own activities on or use of the subject property. However, such parties' potential liability under this paragraph to the other shall be limited to the acts and/or omission of it, or its predecessors, agents, contractors, licensees, permittees, successors, and assigns, and shall not include any acts and/or omissions of the other party, its agents, contractors, licensees, permittees, successors or assigns. Grantee shall reasonably maintain the subject property in order to prevent unnecessary deterioration of the surface and to keep the property in an uncluttered condition.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, until such time as the right-of-way and easement is abandoned under the terms stipulated herein. The Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding up Grantor, Grantor's heirs, legal representatives and successors in title. Upon abandonment, at the request of the Grantor, Grantee shall execute and deliver to Grantor a document in recordable form evidencing said abandonment.

The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties, or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

This agreement is subject to Special Stipulations as described on the attached Exhibit "C". In the event of conflict between the terms of the main body of the Agreement and the Special Stipulations described on the attached Exhibit "C", the Special Stipulations control.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors, and assigns and shall be a burden running with the land.

IN WITNESS WHEREOF, this Surface Land Use Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one instrument executed as of the dates of the respective acknowledgments of the parties hereto, but being effective as of the 1st day of February, 1997.

GRANTOR:

Paul D. Ambrosio

Paul D. Ambrosio

TIN: 529-60-9990

Date: 3 / 13 / 97

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF CARBON

I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Paul D. Ambrosio, a single man, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that, being informed of the contents of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year herein mentioned.

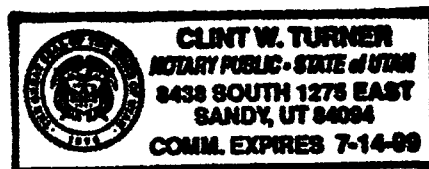
Given under my hand and seal this 13th day of March, 1997.

Clint W. Turner

Notary Public

Residing at: Sandy, UT

My Commission Expires: 7-14-99



Dated: 13. Feb. 97

GRANTEE:

ANADARKO PETROLEUM CORPORATION

By: *Dave Winchester*
Dave Winchester

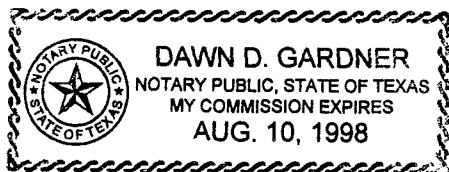
Its: Division Drilling Engineer

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Dave Winchester, whose name as Division Drilling Engineer is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13 day of February, 1997.



My Commission Expires: 10. Aug. 98

Dawn Gardner
Notary Public
Residing at: Houston, Texas

**R
10
E**

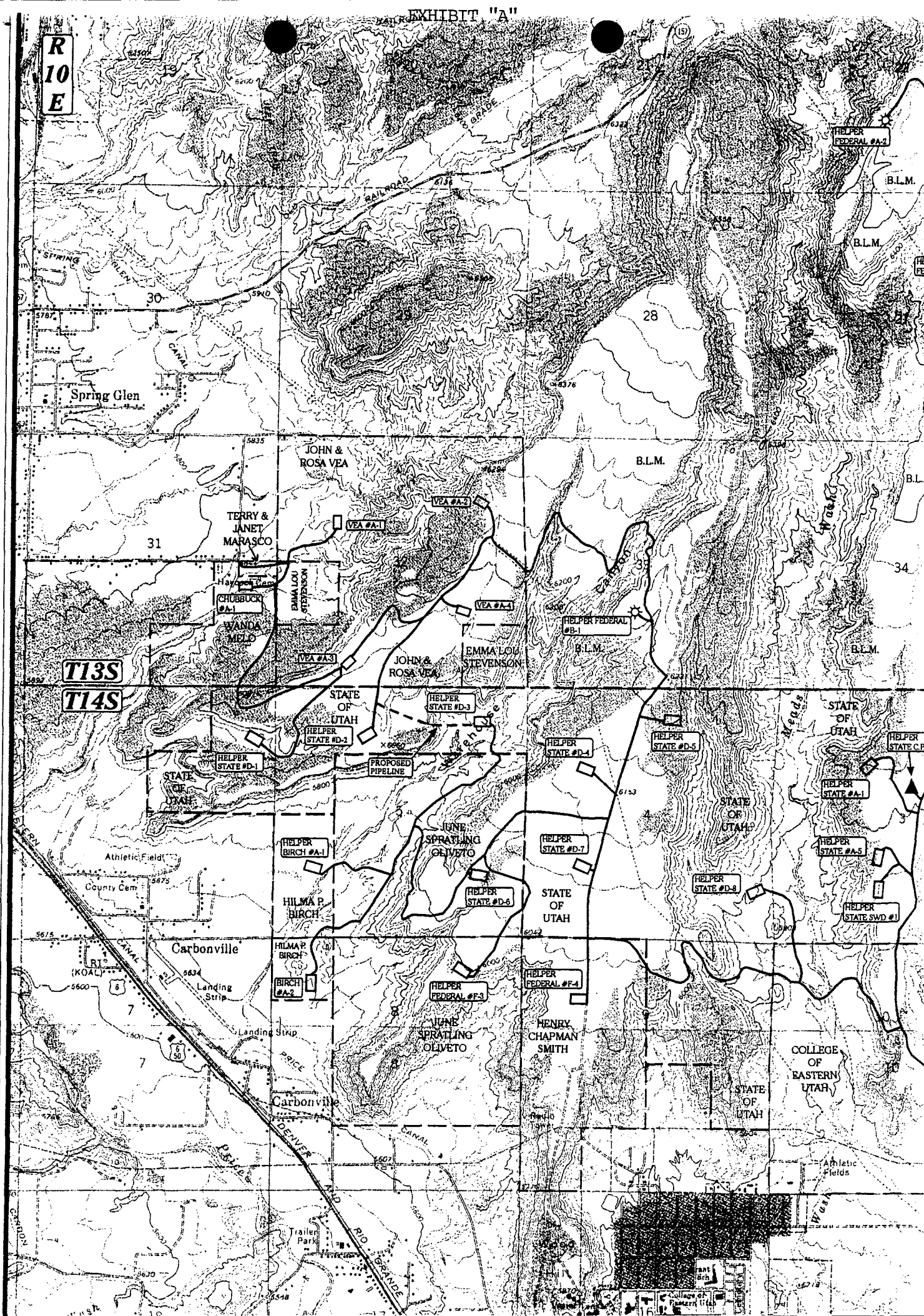


EXHIBIT "B"

Attached to and made a part of that certain Surface Land Use Agreement effective the 1st day of February, 1997, by and between Paul D. Ambrosio, as Grantor, and Anadarko Petroleum Corporation, as Grantee.

1. A well location approximately two hundred ten feet (210') by three hundred forty feet (340') (1.64 acres) in the SE1/4, Section 5, T14S-R10E, SLM, Carbon County, Utah. (Helper State #D-6).
2. A well location approximately two hundred ten feet (210') by three hundred forty feet (340') (1.64 acres) in the NE1/4, Section 8, T14S-R10E, SLM, Carbon County, Utah. (Helper Federal #F-3).
3. A road/pipeline/power line right-of-way forty feet (40') wide by approximately fifteen thousand five hundred (15500') long (939.30 rods) (14.23 acres) more or less, in the lands covered by this Agreement as shown on Exhibit "A".

SIGNED FOR IDENTIFICATION



Paul D. Ambrosio



Dave Winchester

EXHIBIT "C"
SPECIAL STIPULATIONS

Attached to and made a part of that certain Surface Land Use Agreement effective the 1st day of February, 1997, by and between Paul D. Ambrosio, a single man, as Grantor, and Anadarko Petroleum Corporation, as Grantee.

1. Each pipeline and power line installed hereunder shall be constructed not less than five (5) feet below the surface elevation of said land at the time of construction, provided that subsoil and subsurface conditions will permit a pipeline or power line to be constructed at this depth using normal construction methods. In the event that rock or other subsoil or subsurface conditions, including other previously laid pipe or other lines, do not permit a pipeline or power line to be constructed at this depth by normal construction methods, each pipeline or power line constructed hereunder shall be constructed at the lowest depth above the five (5) feet minimum depth specified above that normal construction methods will permit. It is agreed and understood that there is no obligation on the part of Grantee to bury power lines. Grantor, its successors or assigns, shall give reasonable notice to Grantee before crossing a pipeline or power line at locations other than existing roadways so that Grantee may instruct Grantor on what measures must be taken by Grantor to protect such facilities from damage.

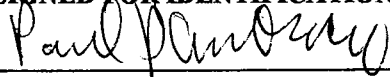
2. It is hereby understood and agreed that by the execution of this agreement, Grantee does not serve to waive, forfeit, or limit any rights it may have by virtue of the mineral Lease(s) active on the subject properties and shall not be deemed as a limitation on additional surface use if further mineral development is contemplated. If the need for such additional surface use arises, Grantor and Grantee agree to negotiate in good faith to reach an agreement substantially similar in form to this agreement for such use.

3. Lockable gates shall be installed by Grantee wherever roads shall go through any fences located on Grantors lands that are subject to this Agreement.

4. Grantee shall have the right at any time, but not the necessity, to remove or abandon in place all machinery, fixtures, power lines and pipelines placed on or in said land, including the right to draw and remove casing. In no event shall Grantor be due any further damages for Grantee's efforts to restore the surface of the subject lands.

5. All roads shall be constructed with appropriate ditches and drain culverts to allow proper drainage off of said roads and also to prevent water from backing up along said roads, all at the sole expense of Grantee.

SIGNED FOR IDENTIFICATION

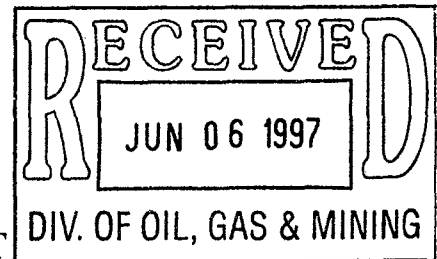


Paul D. Ambrosio



Dave Winchester

STATE OF UTAH
COUNTY OF CARBON



RIGHT-OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENT, that the undersigned, Henry Chapman Smith Family Partnership, 47 North 500 East, Kaysville, UT 84307, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by ANADARKO PETROLEUM CORPORATION, a Delaware Corporation, P.O. Box 1330, Houston, TX 77251-1330, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right-of-way and easement to locate and survey a route, construct, entrench, maintain, operate, inspect, repair, replace, remove and protect a pipeline with appurtenances thereto including, but not limited to pipeline markers; to construct, maintain, relocate, or abandon roads, and in connection therewith, a power line or power lines (said pipelines and appurtenances, roads and power lines being sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along and twenty (20) feet on either side of the line designated on the plat attached hereto and incorporated herein by reference thereto, said easement and right-of-way being forty (40) feet in width and covering property in the N1/2NENW of Section 9, Township 14 South, Range 10 East, SLM, Carbon County, Utah as more particularly described on the attached plat.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements hereby granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its legal representative and successors in title.

Grantee may, at any time, and upon permanent abandonment of said right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon, this right-of-way and easement and all rights and privileges herein mutually granted shall be fully canceled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within ten (10) feet of the right-of-way and Grantor agrees not to increase or decrease the elevation of the earth within the right-of-way without Grantee's prior written consent. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at least thirty-six (36) inches below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the described premises, subject to the rights herein granted.

Grantee shall pay to Grantor all damages caused by the construction, maintenance, protection, repair, replacement or removal of the facilities.

Grantor represents and warrants that it is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said County, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

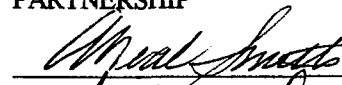
This right-of-way and easement shall also be further subject to the terms and conditions of that certain Letter Agreement dated April 1, 1997, executed by and between the parties hereto and incorporated herein by reference.

IN WITNESS THE EXECUTION HEREOF THIS 18th day of April, 1997, but effective April 1, 1997.

GRANTEE:
ANADARKO PETROLEUM CORPORATION


Dave Winchester
Division Drilling Engineer

GRANTOR:
HENRY CHAPMAN SMITH FAMILY
PARTNERSHIP


A. Neal Smith

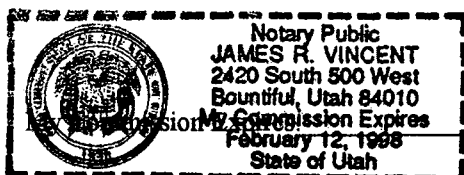

Henry M. Smith

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF DAVIS)

On this 18th day of April, 1997, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, personally appeared A. Neal Smith and Henry M. Smith of the Henry Chapman Smith Family Partnership, known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS 18th DAY OF April, 1997.




Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 18 day of April, 1997, before me, a Notary Public duly commissioned, qualified and acting within and for said County and State, personally appeared Dave Winchester, known to me, who stated that he is the Division Drilling Engineer of ANADARKO PETROLEUM CORPORATION, a Delaware Corporation, and is duly authorized by said corporation to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument as his free and voluntary act and deed, and on the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein mentioned and set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April, 1997.

Chum Gardner
Notary Public

My Commission Expires: 10. Aug. 98

[illegible]



April 1, 1997

Henry M. Smith
Henry Chapman Smith Family Partnership
47 North 500 East
Kaysville, UT 84307

Re: Right-of-Way and Easement
Section 6, T14S-R10E, SLM,
Carbon County, Utah

Dear Mr. Smith:

This letter, when executed, will serve as an addendum of additional terms and provisions of that certain Right-of-Way and Easement executed under the date of the 18 day of April, 1997, but effective as of the 1st day of April, 1997, by and between the Henry Chapman Smith Family Partnership, as Grantor, hereinafter referred to as "SMITH", and ANADARKO PETROLEUM CORPORATION, as Grantee, hereinafter referred to as "APC", and covering property of "SMITH" located in Section 6, T14S-R10E, SLM, Carbon County, Utah. It is the intent of the parties thereto that the following terms and provisions shall be included and incorporated into the referenced Right-of-Way and Easement agreement:

1. Consideration

"APC" hereby agrees to pay to "SMITH" a total sum of One Thousand Dollars (\$1,000.00) as payment for the pipeline, road and power line Right-of-Way and Easement and any surface damages incurred by the initial construction and installation of the referenced pipeline or pipelines, road and power line. Draft NO. N-1473 in the amount of One Thousand Seven Dollars (\$1,000.00) is attached herewith as full payment thereof. As further considerations "APC" agrees that it will obtain all necessary permits from any cognizant government agency prior to the installation of the pipeline, that "APC" will comply with all such permits in installing the pipeline or pipelines, road and power line, and that upon abandonment, "APC" will restore the lands affected hereby to as near as possible the condition which existed prior to construction and installation of the pipeline or pipelines, road and power line to be mutually agreed upon by both parties.

2. Term

a. The primary term of the Right-of-Way and Easement agreement shall be for a period of ten (10) years from the effective date of the agreement. During the final twelve (12) month period of the primary term of the Right-of-Way and Easement agreement, "APC" shall have the right to renew and extend the term of the Right-of-Way and Easement agreement for an additional ten (10) year period by tendering to "SMITH" a total payment of One Thousand Dollars (\$1,000.00) for the additional ten (10) year period.

b. Should it become necessary for "APC" or its successors or assigns to replace or relocate any existing pipeline or pipelines, road or power lines as defined and detailed in paragraph 3.b. below, upon completion of the replacement or relocation of the pipeline or pipelines, road or power lines, the term of the Right-of-Way and Easement agreement, as defined in paragraph 2.a. above shall cease, and the Right-of-Way and Easement shall become a perpetual restriction upon the subject lands without any additional payment of monies by "APC" or its successors or assigns to "SMITH", and shall remain a perpetual restriction upon the subject lands until such time as "APC" or its successors or assigns shall abandon the existing pipeline, and execute and record a reconveyance and release of the Right-of-Way and Easement.

3. Surface Restrictions

a. "APC" agrees that no permanent above-ground appurtenances, with the exception of pipeline markers, etc., which may be required or mandated by governmental laws or regulations, shall be placed upon the surface of the subject premises in connection with the construction, installation and operations of the subject pipeline or pipelines, road and power lines without the written consent of "SMITH". Should operational conditions warrant and necessitate additional above-ground appurtenances for the prudent and efficient operation of the facilities, "SMITH" shall not unreasonably withhold such consent.

b. "SMITH" reserves the right to develop the property over which this Right-of-Way and Easement has been granted subject to the conditions below. Should "SMITH" desire to develop said property, "SMITH" shall, if reasonably possible, develop said property so as not to interfere with "APC's" right under the Right-of-Way and Easement. If such development cannot occur without interfering with such rights, then "APC" agrees to, at its election, either (i) abandon any existing pipeline or pipelines, road or power lines and construct a replacement pipeline or pipelines, road or power line or (ii) relocate any such pipeline or pipelines, road or power lines or (iii) abandon any existing pipeline or pipelines, road or power lines, execute and record a reconveyance and release of the Right-of-Way and Easement agreement, and be relieved of any further duties or obligations. Any replaced or relocated pipeline or pipelines, road or power lines shall be at a mutually agreed to by the parties on the property over which the Right-of-Way and Easement has been granted at a location which shall not interfere with "SMITH's" plan of development. The replacement or relocation shall be at "APC's" sole expense. The alternate location on said property shall be provided by "SMITH" at no cost to "APC", and "APC" shall not be obligated to pay to "SMITH" any additional monies for surface damages, etc. "APC" shall be obligated to replace or relocate any existing pipeline or pipelines, road or power lines only once. This right of development shall run solely in favor of "SMITH" and said right shall not run with the land and shall not run in favor of "SMITH's" successor or assigns. Should "SMITH" desire to develop said property, then "SMITH" shall present to "APC" or its successors or assigns, a bona fide plan of development complete with surveyed plans of surface use and evidence of executed contracts for performance of work. Until such time as "SMITH" presents said plans and contracts to "APC", "APC" shall be under no obligation to replace or relocate any existing pipeline or pipelines, road or power lines. Upon such notice, "APC" shall replace or relocate any existing pipeline or pipelines, road or power lines as soon as reasonably practicable. Under no circumstance shall "APC" be obligated to cease use and operation of any existing pipeline or pipelines, road or power lines until such time as a replacement or relocated pipeline or pipelines, road or power lines becomes operational. "SMITH" and "APC" agree to execute an amendment to the Right-of-Way and Easement to the extent necessary, and only to the extent necessary, to describe the new location of any replaced or relocated pipeline or pipelines, road or power lines. Notwithstanding any such replacement or relocation, all of the terms and conditions of the Right-of-Way and Easement shall remain in full force and effect.

February 1, 1997
Letter Agreement
Page 3


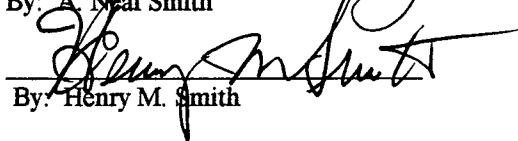
The parties acknowledge that the Right-of-Way and Easement agreement, as modified and amended herein, is a valid and subsisting agreement and remains in full force and effect.

Should there be a conflict between the terms of the Right-of-Way and Easement agreement and this Letter Agreement, the terms of this Letter Agreement shall govern.

IN WITNESS HEREOF the parties have executed this Letter Agreement this 18 day of April, 1997, but effective April 1, 1997.

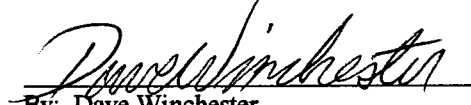
GRANTOR

Henry Chapman Smith Family Partnership

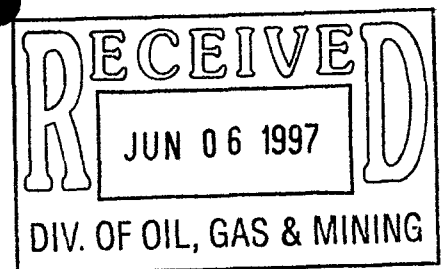

By: A. Neal Smith

By: Henry M. Smith

GRANTEE

Anadarko Petroleum Corporation


By: Dave Winchester
Division Drilling Engineer

STATE OF UTAH
COUNTY OF CARBON



RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENT, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by ANADARKO PETROLEUM CORPORATION, a Delaware Corporation, P.O. Box 1330, Houston, TX 77251-1330, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged does hereby grant, sell and convey unto said Grantee its successors and assigns a right-of-way and easement to locate and survey a route, construct, entrench, maintain, operate, inspect, repair, replace, remove and protect a pipeline with appurtenances thereto including, but not limited to pipeline markets to construct, maintain relocate or abandon roads and in connection therewith, a power line, or power lines (said pipelines and appurtenances, road and power lines being sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along and twenty (20) feet on either side of the line designated on the plot attached hereto and incorporated herein by reference thereto, said easement and right-of-way being forty (40) feet in width and covering property in the SW1/4NE1/4, SE1/4NW1/4 and the N1/2NW1/4 of Section 10 Township 14 South, Range 10 East, SLM, Carbon County, Utah as more particularly described on the attached, Exhibit A.

The right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities only with prior written approval of Grantor.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns.

Grantee may, at any time, and upon permanent abandonment of said right-of-way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof whereupon, this right-of-way and easement and all grantees rights and privileges herein mutually granted shall be fully canceled and terminated.

Grantee shall indemnify and hold Grantor harmless from any and all claims with respect to bodily injury or property damage arising from Grantee's use of said Easement, or its negligence or the negligence of any of its agents, employees, contractors, subcontractors, or invitees, including all costs, counsel fees, expenses and liabilities incurred in connection with any such claim; and if any action or proceeding is brought against Grantor by reason of any such claim, Grantee shall defend

such action or proceeding at its expense, subject to Grantor's control.

Grantee agrees that in the event toxic or hazardous materials are reported by any appropriate authority or if any environmental assessment discloses the subject Right-of-Way or property associated or adjacent to the subject Right-of-Way is contaminated with any such toxic or hazardous materials due to the activities of Grantee, Grantee shall be responsible to remedy such violations at its own cost and expense in accordance with federal and state laws and regulations. In the event additional work at the site becomes necessary to eliminate any adverse environmental conditions caused by Grantee's activities, Grantee shall bear the cost associated with any such work to free the subject Property and adjacent and surrounding property owned by Grantor from any hazardous materials.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within ten (10) feet of the right-of-way and Grantor agrees not to increase or decrease the elevation of the earth within the right-of-way that will effect the use by Grantee of right-of-way without Grantee's prior written consent. Such consent shall not be unreasonably withheld. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at least thirty-six (36) inches below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the described premises, subject to the rights herein granted.

Grantee shall pay to Grantor all costs for damages caused by the construction, maintenance, protection, repair, replacement and removal of the facilities.

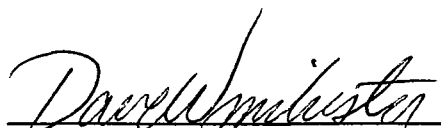
Grantor represents and warrants that it is the owner in fee simple of the land hereinafter described subject only to Patent #24195 and recorded dated November 12, 1985, outstanding mortgages, if any, now of record is said County, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

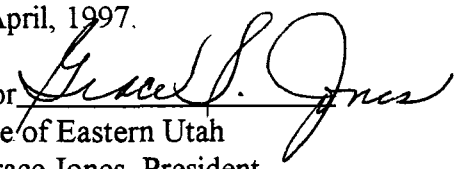
This right-of-way and easement shall also be further subject to the terms and conditions of that certain Letter Agreement dated April 1, 1997, executed by and between the parties hereto and incorporated herein by reference, Exhibit B. In the event the provisions of the right-of-way agreement conflicts with Exhibit B dated April 1, 1997 then Exhibit B dated April 1, 1997 shall govern.

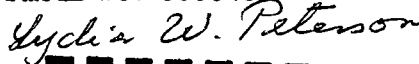
IN WITNESS THE EXECUTION HEREOF THIS 24th day of April, 1997.

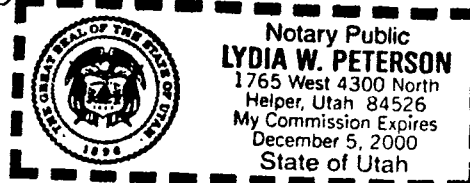
Accepted by

ANADARKO PETROLEUM CORPORATION


Dave Winchester

Grantor 
College of Eastern Utah
By: Grace Jones, President
Tax ID #87-6000483





INDIVIDUAL ACKNOWLEDGMENT

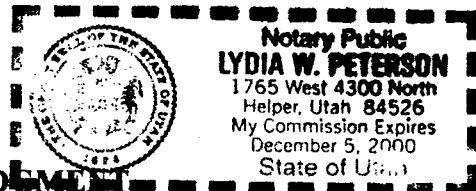
STATE OF UTAH)
)
COUNTY OF CARBON)

On this 24 ^{April} day of ~~February~~, 1997, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, personally appeared Grace Jones, President of the College of Eastern Utah, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth, and as the free and voluntary act and deed of such institution, for the consideration, uses and purposes therein mentioned and set forth.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS 24 ^{April} DAY OF ~~February~~, 1997.

Lydia W. Peterson
Notary Public

My Commission Expires: 12/5/2000



CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this _____ day of February, 1997, before me, a Notary Public duly commissioned, qualified and acting within and for said County and State, personally appeared Dave Winchester, known to me, who stated that he is the Division Drilling Engineer of ANADARKO PETROLEUM CORPORATION, a Delaware Corporation, and is duly authorized by said corporation to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument as his free and voluntary act and deed, and on the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein mentioned and set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 ^{April} DAY OF ~~February~~, 1997.

daundgardner
Notary Public

My Commission Expires: 10. Aug. 98

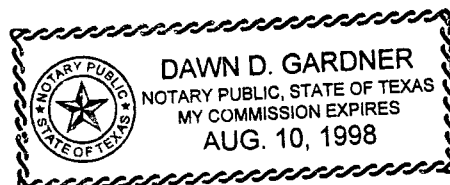


Exhibit B

This letter when executed, will serve as an addendum of additional terms and provision of that certain Right-of-Way and Easement executed under the date of the 24th day of April, 1997, by and between the College of Eastern Utah, hereinafter referred to as "CEU", Grantor, and ANADARKO PETROLEUM CORPORATION, hereinafter referred to as "APC", Grantee, and covering property owned by "CEU" located in Section 10, T14S-R10E, SLM, Carbon County, Utah. It is the intent of the parties thereto that the following terms and provisions shall be included and incorporated into the referenced Right-of-Way and Easement agreement as Exhibit B:

1. Consideration

"APC" hereby agrees to pay to "CEU" a total sum of Two Thousand Seven Hundred Eighty and no/100 dollars (\$2,780.00) as payment for a pipeline, road and power line Right-of-Way and Easement. Copy of Check No. 1456 in the amount of Two Thousand Seven Hundred Eighty and no/100 dollars (\$2,780.00) is attached herewith as evidence of full payment thereof. "APC" also agrees to pay for an surface damages incurred by the initial construction and installation of the referenced pipeline or pipelines, road and power lines. As further considerations "APC" agrees that it will obtain all necessary permits from any cognizant government agency prior to the installation of the pipeline, that "APC" will comply with all such permits in installing the pipeline or pipelines, road and power line, and that upon abandonment, "APC" will restore the lands affected hereby to as near as possible the condition which existed prior to construction and installation of the pipeline or pipelines, road and power line to be mutually agreed upon by both parties.

2. Term

The primary term of the Right-of-Way and Easement agreement shall be for a period of ten (10) years from the effective date of the agreement. During the final twelve (12) month period of the primary term of the Right-of-Way and Easement Agreement "CEU" shall have the right to renew and extend the term of said Right-of-Way and Easement agreement for an additional ten (10) years period by "APC" tendering to "CEU" a total payment of Two Thousand Seven Hundred Eighty and no/100 dollars (\$2,780.00) for such additional ten (10) year period.

3. Surface Restrictions

- a. "APC" agrees that no permanent above-ground appurtenances, with the exception of pipeline markers, etc., which may be required or mandated by governmental laws or regulations, shall be placed upon the surface of the subject premises in connection with the construction, installation and operations of the subject pipeline or pipelines, road and power lines without the prior written consent of "CEU". Should operational conditions warrant and necessitate additional above-ground appurtenances for the prudent and efficient operation of the facilities, "CEU" shall not unreasonably withhold such consent.
- b. Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the

property except for the limited easement granted herein. Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor changed the contour thereof, without written consent of the Grantee. Such consent shall not be unreasonably withheld. The foregoing grant and easement is subject and subordinate to the prior and continuing right of Grantor to fully use, enjoy and improve the said premises and property, and do anything and everything desired by it in its operations and/or the conduct of its business, and if at any time, or from time to time, said pipeline or right-of-way shall interfere with such use of the premises and property, and/or the operations or business of said Grantor, then Grantee shall, at the sole cost of Grantee, remove said pipeline and/or facilities and shall relocate the same at a location designated by Grantor which is acceptable to Grantee.

The parties acknowledge that the subject Right-of-Way and Easement agreement, as modified and amended herein, is a valid and subsisting agreement and remains in full force and effect.

IN WITNESS HEREOF the parties have executed this Letter Agreement this 24th day of April, 1997, but effective April 1, 1997.

GRANTOR

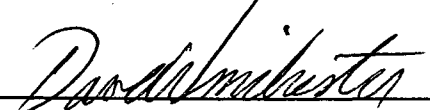
College of Eastern Utah


By: Grace Jones
President

Lydia W. Peterson

GRANTEE

ANADARKO Petroleum Corporation


By: Dave Winchester
Division Drilling Engineer

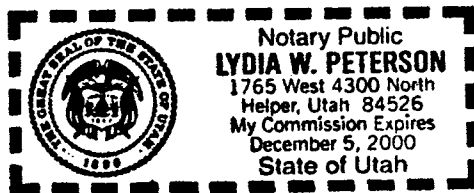


EXHIBIT A

LATERAL "B" PROPOSED ROAD, GAS
PIPELINE, WATER LINE & ELECTRICAL LINE
RIGHT-OF-WAY DESCRIPTION FOR COLLEGE OF EASTERN UTAH

A 33' WIDE RIGHT-OF-WAY 16.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

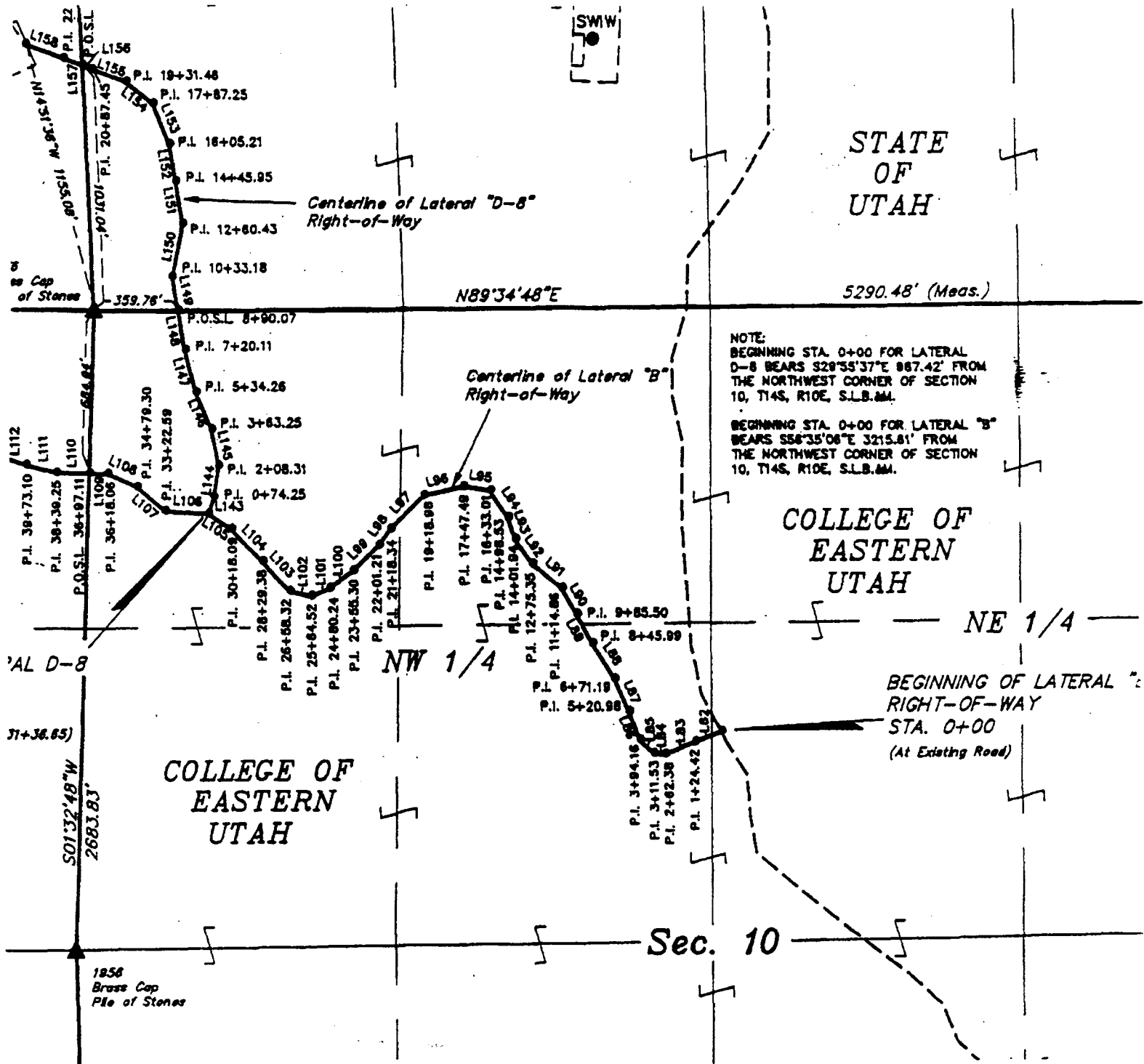
BEGINNNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 10, T14S, R10E, S.L.B.&M. WHICH BEARS S56°35'06"E 3215.61' FROM THE NORTHWEST CORNER OF SAID SECTION 10, THENCE S89°16'49"W 124.42'; THENCE S68°46'29"W 137.96'; THENCE N86°45'56"W 49.15'; THENCE N47°45'09"W 82.63'; THENCE N20°42'06"W 126.82'; THENCE N24°31'29"W 150.21'; THENCE N31°45'31"W 174.80'; THENCE N28°51'44"W 139.51'; THENCE N30°16'39"W 129.36'; THENCE N50°34'04"W 160.49'; THENCE N35°35'14"W 126.59'; THENCE N19°05'17"W 96.59'; THENCE N33°13'03"W 134.48'; THENCE N81°05'12"W 114.48'; THENCE S76°48'45"W 171.49'; THENCE S45°51'29"W 199.36'; THENCE S36°36'36"W 82.87'; THENCE S45°43'28"W 154.09'; THENCE S53°44'24"W 124.94'; THENCE S68°04'00"W 84.28'; THENCE N77°27'24"W 93.80'; THENCE N42°30'41"W 171.06'; THENCE N44°20'59"W 188.71'; THENCE N58°10'45"W 118.56'; THENCE N86°15'27"W 185.94'; THENCE N49°57'02"W 156.71'; THENCE N65°48'17"W 138.76'; THENCE N89°06'38"W 79.05' TO A POINT ON THE WEST LINE OF THE NW 1/4 OF SECTION 10, WHICH BEARS S01°32'48"W 684.94' FROM THE NORTHWEST CORNER OF SAID SECTION 10. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS THE EAST LINE OF THE NE 1/4 OF SECTION 4, T14S, R10E, S.L.B.&M. WHICH IS ASSUMED FROM THE COUNTY SURVEY PLAT TO BEAR S00°38'26"W. CONTAINS 2.80 ACRES MORE OR LESS.

LATERAL "D-8" PROPOSED ROAD, GAS
PIPELINE, WATER LINE & ELECTRICAL LINE
RIGHT-OF-WAY DESCRIPTION FOR COLLEGE OF EASTERN UTAH

A 33' WIDE RIGHT-OF-WAY 16.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNNING AT A POINT IN THE NW 1/4 NW 1/4 OF SECTION 10, T14S, R10E, S.L.B.&M. WHICH BEARS S29°55'37"E 987.42' FROM THE NORTHWEST CORNER OF SAID SECTION 10, THENCE N18°40'48"E 74.25'; THENCE N08°19'07"E 134.06'; THENCE N10°58'56"W 154.94'; THENCE N24°10'08"W 171.01'; THENCE N14°17'06"W 185.85'; THENCE N10°23'17"W 169.96'; TO A POINT ON THE NORTH LINE OF THE NW 1/4 NW 1/4 OF SECTION 10, WHICH BEARS N89°34'48"E 359.76' FROM THE NORTHWEST CORNER OF SAID SECTION 10, THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS THE EAST LINE OF THE NE 1/4 OF SECTION 4, T14S, R10E, S.L.B.&M. WHICH IS ASSUMED FROM THE COUNTY SURVEY PLAT TO BEAR S00°38'26"W. CONTAINS 0.67 ACRES MORE OR LESS.

LINE	DIRECTION
L1	N70°57'18"
L2	N80°10'48"
L3	N80°10'43"
L4	N46°05'08"
L5	N15°41'33"
L6	N05°23'10"
L7	N00°28'34"
L8	N22°37'57"
L9	N40°05'25"
L10	S65°23'12"
L11	S68°00'23"
L12	S78°41'03"
L13	N75°54'43"
L14	N28°42'11"
L15	N08°42'43"
L16	N68°06'50"
L17	N68°35'28"
L18	N58°13'08"
L19	N61°18'49"
L20	N67°01'54"
L21	N55°27'07"
L22	N51°20'49"
L23	N56°47'35"
L24	N07°30'48"
L25	N03°12'49"
L26	N06°03'36"
L27	N11°45'18"
L28	N16°53'33"
L29	N21°45'31"
L30	N02°57'33"
L31	N31°43'19"
L32	N15°48'14"
L33	N10°47'16"
L34	N16°00'34"
L35	N20°05'30"
L36	N08°52'45"
L37	N35°45'52"
L38	N10°22'28"
L39	N15°48'14"
L40	N19°36'39"
L41	N25°08'43"
L42	N05°39'20"
L43	N07°24'45"
L44	N03°18'50"
L45	N05°39'20"
L46	N11°04'07"
L47	N02°01'15"
L48	N18°12'15"
L49	N47°44'12"
L50	N32°41'24"
L51	N25°08'18"
L52	N03°23'13"
L53	N20°52'42"
L54	N51°00'28"

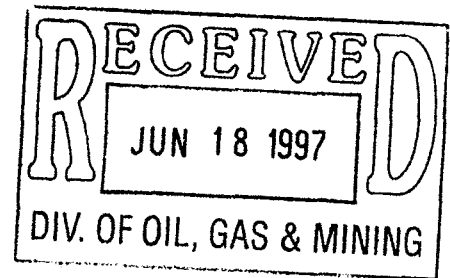




State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE RESOURCES

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
Robert G. Valentine
Division Director

Southeastern Region
455 West Railroad Avenue
Price, Utah 84501-2829
801-637-3310
801-637-7361 (Fax)



June 16, 1997

Michael Hebertson
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

Michael:

Enclosed is a map of the nesting raptors that will be affected by gas well pad and road development. The chicks were approximately seven weeks old on May 29th, so they will fledge around July 11th. Impacts from development will be lessened if construction can wait until after July 11th.

I have also enclosed a reseeding list for pinyon/juniper big game winter ranges. The list was developed in conjunction with Richard Stevens from the Great Basin Range and Experiment Station in Ephraim. If you have any questions you can call me at 636-0279, or Richard Stevens at 283-4441.

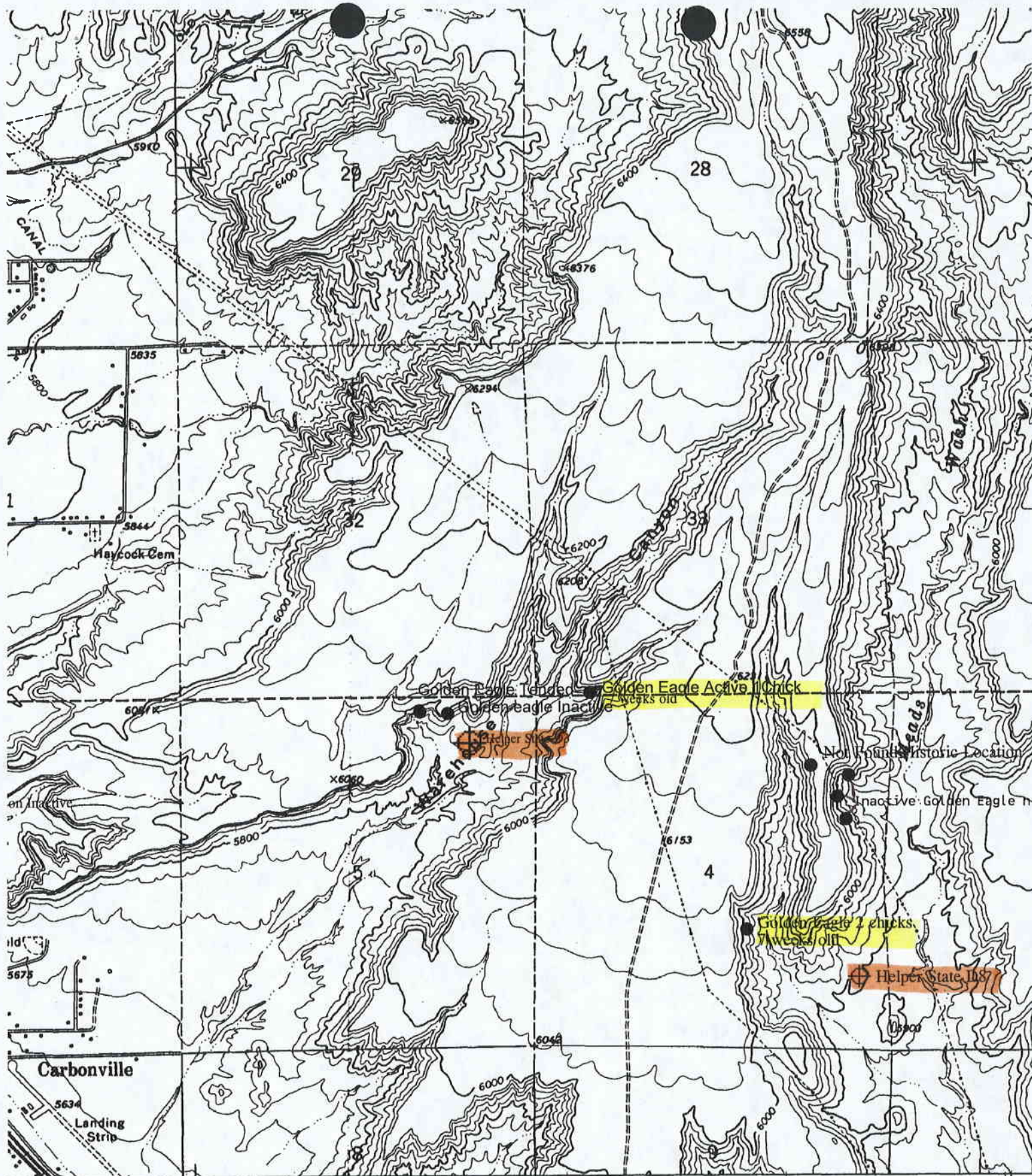
Sincerely,

Ben Morris

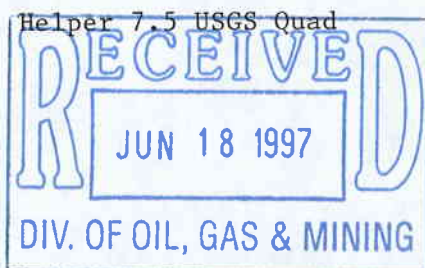
Enclosure 2

Copy: Juff Duncan
P.O. Box 300
Helper, Utah 84526





NOT FOR
PUBLIC RELEASE



PROPOSED SEED LIST FOR PINYON/JUNIPER BIG GAME WINTER RANGE AREAS

PLANT	POUNDS/ACRE	PLANT	POUNDS/ACRE
Forbs		Grasses	
Alfalfa (Certified Lakak or Nomad)	4	Great Basin Wildrye	1
Lewis Flax	3	Western Wheatgrass	1
Sainfoin	3	Piute Orchardgrass	1
Yellow Sweet Clover	.5	Intermediate Wheatgrass	.5
Western Yarrow	.5	Bluebunch Wheatgrass	1
Palmer Penstemon	.5	Mountain Rye	1
Small Burnet	3	Sandberg Bluegrass	.5
Sunflower	1	Needle and Thread	.5
Bee Plant	1	Indian Ricegrass	1
Utah Sweet Vetch	1	Bottlebrush Squirrtail	.5

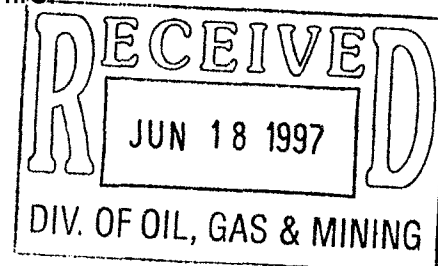
Shrubs

Wyoming Big Sagebrush	1
Forage Kochia	2
Antelope Bitterbrush (Utah source)	.5
Serviceberry	.5
Curleaf Mountain Mohagany	.5
Mountain Mohagany	.5
White Rubber Rabbitbrush	1

Ripping the pad or road to a depth of 24 inches will be needed to properly prepare the ground for seeding. We would be willing to assist on site with some of the initial reclamation.

If the possibility of fire on the well pad is a concern then you may want to reduce the amount of some of the grasses. Great Basin wildrye, Intermediate wheatgrass, and Indian ricegrass can build up fire prone litter if not grazed. Western wheatgrass, needle and thread, and bottlebrush squirrtail are used in fire breaks to slow fires or on cheatgrass areas to reduce fire potential. Planting shrubs and perenial grasses in the area will reduce fire hazard by reducing the amount of cheatgrass. Cheatgrass is an annual that grows early then dries out increasing the possibility of fire.

MINE: PJSEED.MIX





State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
James W. Carter
Division Director

1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
801-538-5340
801-359-3940 (Fax)
801-538-7223 (TDD)

July 22, 1997

Anadarko Petroleum Corporation
17001 Northchase Drive
Houston, Texas 77060

Re: Helper State D-8 Well, 981' FSL, 445' FEL, SE SE, Sec. 4,
T. 14 S., R. 10 E., Carbon County, Utah

Gentlemen:

Pursuant to the provisions and requirements of Utah Code Ann. 40-6-1 et seq., Utah Administrative Code R649-3-1 et seq., and the attached Conditions of Approval, approval to drill the referenced well is granted.

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-007-30368.

Sincerely,

Lowell P. Braxton
Lowell P. Braxton
Deputy Director

lwp

Enclosures

cc: Carbon County Assessor
Bureau of Land Management, Moab District Office

Operator: Anadarko Petroleum Corporation
Well Name & Number: Helper State D-8
API Number: 43-007-30368
Lease: ML-45804
Location: SE SE Sec. 4 T. 14 S. R. 10 E.

Conditions of Approval

1. General

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for Permit to Drill.

2. Notification Requirements

Notify the Division within 24 hours following spudding the well or commencing drilling operations. Contact Jimmie Thompson at (801)538-5336.

Notify the Division prior to commencing operations to plug and abandon the well. Contact John R. Baza (801)538-5334 or Mike Hebertson at (801) 538-5333.

3. Reporting Requirements

All required reports, forms and submittals shall be promptly filed with the Division, including but not limited to the Entity Action Form (Form 6), Report of Water Encountered During Drilling (Form 7), Weekly Progress Reports for drilling and completion operations, and Sundry Notices and Reports on Wells requesting approval of change of plans or other operational actions.

4. Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis dated June 25, 1997 (copy attached).

5. The cement volumes for the 5-1/2" casing shall be determined from actual hole conditions and the setting depth of the casing in order to place cement from the pipe setting depth back to the surface.

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company: ANADARKO PETROLEUM

Well Name: HELPER STATE D-8

Api No. 43-007-30368

Section: 4 Township: 14S Range: 10E County: CARBON

Drilling Contractor: _____

Rig # _____

SPUDDED:

Date: 8/14/97

Time: _____

How: DRY HOLE

Drilling will commence: _____

Reported by: JEFF DUNCAN

Telephone NO.: 1-801-722-7816

Date: 8/14/97 Signed: JLT

✓

STATE OF UTAH
DIVISION OF OIL, GAS AND MINING

SUNDRY NOTICES AND REPORTS ON WELLS

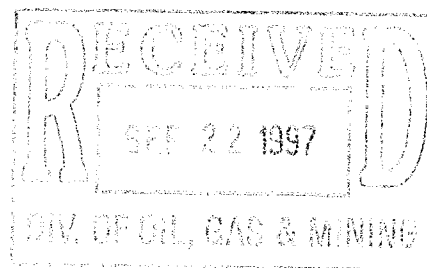
Do not use this form for proposals to drill new wells, deepen existing wells, or to reenter plugged and abandoned wells.
Use APPLICATION FOR PERMIT TO DRILL OR DEEPEN form for such proposals.

1. Type of Well: OIL <input type="checkbox"/> GAS <input type="checkbox"/> OTHER: Coalbed Methane		5. Lease Designation and Serial Number: ML 45804
2. Name of Operator: Anadarko Petroleum Corporation		6. If Indian, Allocated or Tribe Name:
3. Address and Telephone Number: 17001 Northchase Drive, Houston, TX 77060 281-875-1101		7. Unit Agreement Name:
4. Location of Well Footage: 981' FSL & 445' FEL CO, Sec., T., R., M.: SE Sec 4-T14S-R10E		8. Well Name and Number: Helper State D-8
		9. API Well Number: 43-007-30368
		10. Field and Pool, or Wildcat: Helper CBM
		County: Carbon
		State: Utah

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

NOTICE OF INTENT (Submit in Duplicates)	SUBSEQUENT REPORT (Submit Original Form Only)
<input type="checkbox"/> Abandonment <input type="checkbox"/> Casing Repair <input type="checkbox"/> Change of Plans <input type="checkbox"/> Conversion to Injection <input type="checkbox"/> Fracture Treat <input type="checkbox"/> Multiple Completion <input type="checkbox"/> Other Spud Notification @ 0230 Hrs on 9/01/97	<input type="checkbox"/> Abandonment <input type="checkbox"/> Casing Repair <input type="checkbox"/> Change of Plans <input type="checkbox"/> Conversion to Injection <input type="checkbox"/> Fracture Treat <input type="checkbox"/> Other _____
<input type="checkbox"/> New Construction <input type="checkbox"/> Pull or Alter Casing <input type="checkbox"/> Recompletion <input type="checkbox"/> Shoot or Acidize <input type="checkbox"/> Vent or Flare <input type="checkbox"/> Water Shut-Off	<input type="checkbox"/> New Construction <input type="checkbox"/> Pull or Alter Casing <input type="checkbox"/> Shoot or Acidize <input type="checkbox"/> Vent or Flare <input type="checkbox"/> Water Shut-Off
Approximate date work will start _____	Date of work completion _____
	Report results of Multiple Completions and Recompletions to different reservoirs on WELL COMPLETION OR RECOMPLETION AND LOG form.
	* Must be accompanied by a cement verification report.

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS (Clearly state all pertinent details, and give pertinent dates. If well is directionally drilled, give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)



13. Name and Signature: Dave Hudspeth Title: Staff Drilling Engineer Date: 19.Sept.97

(This space for State use only)

OPERATOR Anadarko Petroleum Corporation
ADDRESS 17001 Northchase Drive
Houston, Texas 77060

OPERATOR ACCT. NO. H-0035

ACTION CODE	CURRENT ENTITY NO.	NEW ENTITY NO.	API NUMBER	WELL NAME	WELL LOCATION					SPUD DATE	EFFECTIVE DATE
					QQ	SC	TP	RG	COUNTY		
A	99999	12229	43-007-30368	Helper State D-8	SE	4	14S	10E	Carbon	9/01/97	9/01/97
WELL 1 COMMENTS: <i>Entity added 9-24-97. Lee</i> New Single Well.											
WELL 2 COMMENTS:											
WELL 3 COMMENTS:											
WELL 4 COMMENTS:											
WELL 5 COMMENTS:											

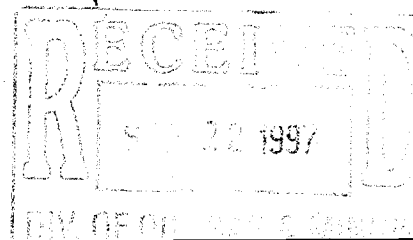
ACTION CODES (See instructions on back of form)

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (explain in comments section)

NOTE: Use COMMENT section to explain why each Action Code was selected.

(3/89)

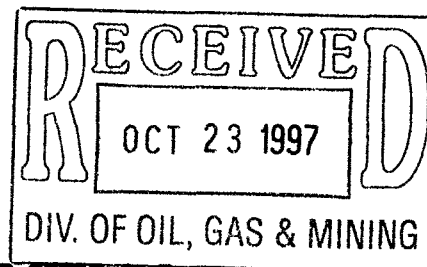
[Signature]
Signature
Staff Drilling Eng. 19.Sept.97
Title Date
Phone No. 281 , 875-1101





October 22, 1997

Utah Division of Oil, Gas, and Mining
1594 West North Temple, Suite 1220
P.O. Box 145801
Salt Lake City, Utah 84114-5801



RE: Helper State D-8
Sec. 4, T14S, R10E
Carbon County, Utah

CONFIDENTIAL

Gentlemen:

Please find enclosed, in triplicate, the Well Completion Report (Form 8) for the above referenced well. Also enclosed are copies of the wellbore diagrams, drilling reports, and open hole logs.

Please hold the logs confidential for a period of two years. Should need any additional information, please contact the undersigned at (281) 873-3899.

Best Regards,

ANADARKO PETROLEUM CORPORATION

April A. Leger
Sr. Engineering Technician

CC: Bureau of Land Management
Moab District Office
P.O. Box 970
Moab, Utah 84532

Bureau of Land Management
Price River Resources Area
900 North, 700 East
Price, Utah 84501

AAL
TRC
SMF Reading File

STATE OF UTAH

DIVISION OF OIL, GAS AND MINING

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

1a. TYPE OF WELL: OIL WELL ☐ GAS WELL ☒ DRY ☐ Other _____
 b. TYPE OF COMPLETION: NEW WELL ☒ WORK OVER ☐ DEEP-EN ☐ PLUG BACK ☐ DIFF. RESVR. ☐ Other _____

2. NAME OF OPERATOR

Anadarko Petroleum Corporation

3. ADDRESS OF OPERATOR

17001 Northchase Dr., Houston, Texas 77060

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements)

At surface

981' FSL & 445' FEL, Section 4, T14S R10E

At top prod. interval reported below

Same

At total depth

Same

CONFIDENTIAL
 PERIOD
 EXPIRED
 ON 9/8/01

14. API NO.

43-007-30368

DATE ISSUED

07/22/97

12. COUNTY

Carbon

13. STATE

Utah

15. DATE SPUDDED

09/01/97

16. DATE T.D. REACHED

09/03/97

17. DATE COMPL.

09/10/97

(Ready to prod.)

or

(Plug & Abd.)

18. ELEVATIONS (DF, RKB, RT, GR, ETC.)

5812' G.L.

19. ELEV. CASINGHEAD

5824' K.B.

20. TOTAL DEPTH, MD & TVD

2373'

21. PLUG, BACK T.D., MD & TVD

2320'

22. IF MULTIPLE COMPL.,

HOW MANY

No

23. INTERVALS

DRILLED BY

ROTARY TOOLS

0-2373'

CABLE TOOLS

24. PRODUCING INTERVAL(S), OF THIS COMPLETION - TOP, BOTTOM, NAME (MD AND TVD)

Ferron Coal (1920-1971)

26. TYPE ELECTRIC AND OTHER LOGS RUN

Compensated Neutron Litho-Density, CBL

10-23-97

27. Was Well Cored

YES ☐ NO ☒

(Submit analysis)

Drill System Test

YES ☐ NO ☒

(See reverse side)

28. CASING RECORD (Report all strings set in well)

CASING SIZE/GRADE	WEIGHT, LB./FT.	DEPTH SET (MD)	HOLE SIZE	CEMENTING RECORD	AMOUNT PULLED
8 5/8"	24#	310'	12 1/4"	110 sxs cmt	None
5 1/2"	17#	2373'	7 7/8"	195 sxs cmt	None

29. LINER RECORD				30. TUBING RECORD		
SIZE	TOP (MD)	BOTTOM (MD)	SACKS CEMENT	SIZE	DEPTH SET (MD)	PACKER SET (MD)
				2 3/8"	2041'	N/A

31. PERFORATION RECORD (Interval, size and number)

1920 - 1928

1942 - 1946

1968 - 1971

4 SPF w/ 0.8 EHD

32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

DEPTH INTERVAL (MD)	AMOUNT AND KIND OF MATERIAL USED
1920 - 1971	Frac w/ 54,694
	gals. gel + 117,400#
	sand

33. PRODUCTION

DATE FIRST PRODUCTION		PRODUCTION METHOD (Flowing, gas lift, pumping - size and type of pump)				WELL STATUS (Producing or shut-in)	
09/20/97		Pumping				Producing	
DATE OF TEST	HOURS TESTED	CHOKE SIZE	PROD'N. FOR TEST PERIOD	OIL - BBL.	GAS - MCF.	WATER - BBL.	GAS - OIL RATIO
10/05/97	24	Open		0	36	72	N/A
FLOW. TUBING PRESS.	CASING PRESSURE	CALCULATED 24-HOUR RATE	OIL - BBL.	GAS - MCF.	WATER - BBL.	OIL GRAVITY - API (CORR.)	
N/A	15		0	36	72	N/A	

34. DISPOSITION OF GAS (Sold, used for fuel, vented, etc.)

Vented

TEST WITNESSED BY

Jeff Duncan

35. LIST OF ATTACHMENTS

Wellbore Diagram, Drilling Report, Logs

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records

SIGNED

Shad Frazier

Shad Frazier

TITLE Engineer

OCT 23 1997

DATE

10/20/97

See Spaces for Additional Data on Reverse Side

DIV. OF OIL, GAS & MINING

INSTRUCTIONS

This form should be completed in compliance with the Utah Oil and Gas Conservation General Rules. If not filed prior to this time, all logs, tests, and directional surveys as required by Utah Rules should be attached and submitted with this report.

ITEM 18: Indicate which elevation is used as reference for depth measurements given in other spaces on this form and on any attachment.
ITEMS 22 and 24: If this well is completed for separate production from more than one interval zone (multiple completion), so state in item 22, and in item 24 show the producing interval, or intervals, top(s), bottom(s) and name(s) for only the interval reported in item 33. Submit a separate report (page) on this form, adequately identified, for each additional interval to be separately produced, showing the additional data pertinent to such interval.

ITEM 29: "Sacks Cement": Attached supplemental records for this well should show the details for any multiple stage cementing and the location the cementing tool.

ITEM 33: Submit a separate completion report on this form for each interval to be separately produced (see instruction for items 22 and 24 above).

37. SUMMARY OF POROUS ZONES:

Show all important zones of porosity and contents thereof; cored intervals; and all drill-stem, tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures, and recoveries).

Formation	Top	Bottom	Description, contents, etc.	38. GEOLOGIC MARKERS		
				Name	Meas. Depth	Top True Vert. Depth
Bluegate Shale	760'	1700'		Bluegate Shale	760'	
Ferron Sand	1700'	1920'		Ferron Sand	1700'	
Ferron Coal	1920'	2080'		Ferron Coal	1920'	
Tununk Shale	2080'	2373'		Tununk Shale	2080'	

HELPER STATE D-8

1059 FSL & 395' FEL Sec 5-T14S-R10E

SPUD

RIG OFF

SURFACE 09/01/1997 09/03/1997

PRODUCTION 09/10/1997

5812 GL 12 KB 5824

12-1/4" Hole
8-5/8" 24# J-55
TOC @ Surface
110 SXS CMT

TOC

310

1300

PSN

2011

EOT

2041

(Holes)	Perforations
(32)	1920 - 1928
(16)	1942 - 1946
(12)	1968 - 1971
(60)	Total Holes

7-7/8" Hole
5-1/2", 17# N-80
w/195 sxs cmt

TD 2373

2373

WELL WORK HISTORY

09/11/1997 Frac 1920-1971 w/ 54694 gal+ 117,400# sand

NOTES:

TUBING BREAKDOWN

2-3/8"	64 JTS
TA	
2-3/8"	JTS
PSN	2009
2-3/8"	1 JTS
NC	2041
EOT	2041

ROD BREAKDOWN

PONIES	40'
1"	
7/8"	
3/4"	2009'
1"	
1.5"	
PUMP	2011
2"X1 1/2"X16' 60 PA RINGS	

DEVIATION ANGLE

1371 3
2333 5

FORMATION

FERRON SANDSTONE
FERRON COAL
TUNUNK SHALE

TOP

LAST REVISED: 10/13/1997

ANADARKO PETROLEUM CORPORATION
WELL HISTORY
ONSHORE - U.S.

FIRST REPORT

HELPER STATE "D" 8, HELPER-PRICE COAL BED METHANE PROSPECT, 1059 FSL & 395 FEL, SEC 4-T14S-R10E, CARBON CO, APC WI 1.0000, NRI 0.875000, AFE #16299, ETD 2500' (FERRON COAL/SHALE), MOLEN #1.

09/01 MIRU, **SPUD WELL @ 0230 HRS ON 09/01/97**, DRLG F/ 310'-450', MW AIR, CC 35,700. RPT #1

09/02 DRLG F/ 450'-1940', LAST SURVEY @ 1371 - 3⁰, MW AIR, CC 55,000. RPT #2

09/03 DRLG F/ 1940'-2373', LAST SURVEY @ 2333 - 5⁰, CC-POOH TO LOG, LOG WELL, TIH-CC, POOH-LDDP/DC, R/U CSG CREWS, MW AIR, CC 65,000. RPT #3

09/04 RN 57 JTS 5 1/2" CSG, SET CSG @ 2373, CMT CSG, ND BOPE, SET SLIPS, RDRT, **RIG RELEASED @ 1200 HRS ON 09/03/97**, CC 119,700. --**DROP FROM REPORT**-- RPT #4

09/10 PBTD 2320 (FERRON COAL), RIH W/ GR TO 2320, RAN CBL 2320-1100, TOC 1300, TST CSG TO 5000, OK, **PERF 1920-28, 1942-46, 1968-71 W/ 4 SPF**, TOT 60 SHOTS, SI, CC 125,600.

09/11 PBTD 2320 (FERRON COAL), FRAC (PERFS 1920-1971) W/ 54694 GALS GEL + 117400# SND, AR 60 BPM, AP 3600, ISIP 2831-2003-1674-1365, FLW BCK 1/2 BPM TILL DEAD, CC 176,500.

09/12 PBTD 2320 (FERRON COAL), SI, WO RIG, CC 176,500.

09/13 PBTD 2320 (FERRON COAL), PREP FOR PU, CC 176,500.

09/14 PBTD 2320 (FERRON COAL), MIRUPU, TIH W/ TBG NC & SN, TAG FILL @ 1974', CIRC OUT TO PBTD, LAND TBG @ 2042', ND BOP, NU WH, RDMOPU, CC 207,400.

09/15 PBTD 2320 (FERRON COAL), SI, WOSU, CC 207,400.

09/16 PBTD 2320 (FERRON COAL), MIRUSU, IFL SURFACE, SWAB 320 BW, FFL 800', WELL FLOW INTERMIT, 965 BLWTR, CC 211,300.

09/17 PBTD 2320 (FERRON COAL), SICP 520, RU SWAB, IFL 500', SWAB 48 BW, WELL KO & FLWD, RDSU, MIRUPU, TIH W/ RODS & PUMP, TEST PUMP-OK, SDFN, CC 217,200.

09/18 PBTD 2320 (FERRON COAL), HOOK UP METERING EQUIPMENT, REPORTS TO FALL ONE DAY BEHIND, CC 217,200.

09/19 PBTD 2320 (FERRON COAL), PREP TO PUT ON LINE, CC 217,200.

09/20 PBTD 2320 (FERRON COAL), PMPD 14 HRS, 89 BWPD, 65 MCFD, CP 15, FL 283, 876 BLWTR, CC 217,200.

09/20 PBTD 2320 (FERRON COAL), PMPD 214 BWPD, 105 MCFD, CP 15, FL 1197, 662 BLWTR, CC 217,200.

09/21 PBTD 2320 (FERRON COAL), PMPD 198 BWPD, 84 MCFD, CP 15, FL 1260, 464 BLWTR, CC 217,200.

09/23 PBTD 2320 (FERRON COAL), PMPD 97 BWPD, 30 MCFD, CP 15, FL 1228, 367 BLWTR, CC 217,200.

09/24 PBTD 2320 (FERRON COAL), PMPD 101 BWPD, 30 MCFD, CP 15, FL 1071, 266 BLWTR, CC 217,200.

09/25 PBTD 2320 (FERRON COAL), PMPD 111 BWPD, 30 MCFD, CP 15, FL 1071, 155 BLWTR, CC 217,200.

09/26 PBTD 2320 (FERRON COAL), PMPD 98 BWPD, 67 MCFD, CP 15, FL 1102, 57 BLWTR, CC 217,200.

09/27 PBTD 2320 (FERRON COAL), PMPD 70 BWPD, 67 MCFD, CP 15, FL 1890, CC 217,200.

09/28 PBTD 2320 (FERRON COAL), PMPD 65 BWPD, 51 MCFD, CP 15, FL 1921, CC 217,200.

09/29 PBTD 2320 (FERRON COAL), PMPD 67 BWPD, 42 MCFD, CP 15, FL 1952, CC 217,200.

09/30 PBTD 2320 (FERRON COAL), PMPD 56 BWPD, 42 MCFD, CP 15, FL 1952, CC 217,200.

10/01 PBTD 2320 (FERRON COAL), PMPD 68 BWPD, 35 MCFD, CP 15, FL 1952, CC 217,200.

10/02 PBTD 2320 (FERRON COAL), PMPD 70 BWPD, 19 MCFD, CP 15, FL 1890, CC 217,200.

10/03 PBTD 2320 (FERRON COAL), PMPD 85 BW + 41 MCF, CP 15, FL 1921, CC 217,200.

10/04 PBTD 2320 (FERRON COAL), PMPD 96 BW + 38 MCF, CP 15, FL 1921, CC 217,200.

10/05 PBTD 2320 (FERRON COAL), PMPD 72 BW + 36 MCF, CP 15, FL 1921, CC 217,200.

10/06 PBTD 2320 (FERRON COAL), PMPD 65 BW + 34 MCF, CP 15, FL 1953, CC 217,200.

10/07 PBTD 2320 (FERRON COAL), NO REPORT, CC 217,200.

10/07 PBTD 2320 (FERRON COAL), PMPD 69 BW, 34 MCFD, CP 15, FL 1953, CC 217,200.

10/09 PBTD 2320 (FERRON COAL), PMPD 30 BW, 32 MCFD, CP 15, FL 1953, CC 217,200.

10/10 PBTD 2320 (FERRON COAL), PMPD 35 BW, 29 MCFD, CP 15, FL 1953, CC 217,200.

10/11 BTD 2320 (FERRON COAL), PMPD 17 BW, 25 MCFD, CP 15, FL 1921, CC 217,200.

10/12-13 N/R.

10/14 PBTD 2320 (FERRON COAL), PMPD 42 BLWPD, 27 MCFD, CP 15, FL 1984, CC 217,200.

10/15 PBTD 2320 (FERRON COAL), PMPD 40 BLWPD, 27 MCFD, CP 15, FL 1764, CC 217,200.

10/16 PBTD 2320 (FERRON COAL), PMPD 45 BWPD, 31 MCFD, CP 15, FL 1764, CC 217,200.

10/17 PBTD 2320 (FERRON COAL), PMPD 42 BWPD, 31 MCFD, CP 15, FL 1858, CC 217,200.

10/18 PBTD 2320 (FERRON COAL), PMPD 40 BWPD, 32 MCFD, CP 15, FL 1858, CC 217,200.

10/19 PBTD 2320 (FERRON COAL), PMPD 37 BWPD, 31 MCFD, CP 15, FL 1953, CC 217,200.

10/20 PBTD 2320 (FERRON COAL), PMPD 38 BWPD, 37 MCFD, CP 15, FL 1953, CC 217,200.

10/21 PBTD 2320 (FERRON COAL), PMPD 41 BWPD, 32 MCFD, CP 15, FL 1953, CC 217,200.

STATE OF UTAH
DIVISION OF OIL, GAS AND MINING

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, deepen existing wells, or to reenter plugged and abandoned wells.
Use APPLICATION FOR PERMIT TO DRILL OR DEEPEN form for such purposes

1. Type of Well: OIL ☐ GAS ☐ OTHER: Coalbed Methane

2. Name of Operator

Anadarko Petroleum Corporation

CONFIDENTIAL

3. Address and Telephone Number.

17001 Northchase Dr., Houston, Texas 77060

281-875-1101

4. Location of Well

Footages: Section 4, T14S, R10E

QQ, Sec., T., R., M.:

5. Lease Designation and Serial Number

ML 45804

6. Indian, Allottee or Tribe Name:

7. Unit Agreement Name:

8. Well Name and Number:

Helper State D-8

9. API Well Number:

43-007-30368

10. Field and Pool, or Wildcat

Helper CBM

County: Carbon

State: Utah

11. **CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA**

NOTICE OF INTENT
(Submit in Duplicate)

- | | |
|--|---|
| <input type="checkbox"/> Abandon | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Repair Casing | <input type="checkbox"/> Pull or Alter Casing |
| <input type="checkbox"/> Change of Plans | <input type="checkbox"/> Recomplete |
| <input type="checkbox"/> Convert to Injection | <input type="checkbox"/> Reperforate |
| <input type="checkbox"/> Fracture Treat or Acidize | <input checked="" type="checkbox"/> Vent or Flare |
| <input type="checkbox"/> Multiple Completion | <input type="checkbox"/> Water Shut-Off |
| <input type="checkbox"/> Other _____ | |

Approximate date work will start 11/01/97

SUBSEQUENT REPORT
(Submit Original Form Only)

- | | |
|--|---|
| <input type="checkbox"/> Abandon* | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Repair Casing | <input type="checkbox"/> Pull or Alter Casing |
| <input type="checkbox"/> Change of Plans | <input type="checkbox"/> Reperforate |
| <input type="checkbox"/> Convert to Injection | <input type="checkbox"/> Vent or Flare |
| <input type="checkbox"/> Fracture Treat or Acidize | <input type="checkbox"/> Water Shut-Off |
| <input type="checkbox"/> Other _____ | |

Date of work completion _____

Report results of **Multiple Completions** and **Recompletions** to different reservoirs on WELL COMPLETION OR RECOMPLETION REPORT AND LOG form.

* Must be accompanied by a cement verification report.

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS (Clearly state all pertinent details, and give pertinent dates. If well is directionally drilled, give subsurface locations and measured and true vertical depths for all markers and zones pertinent to this work.)

Anadarko Petroleum Corporation respectfully requests a one-month extension of the testing period for the above-mentioned well. We are currently in the process of constructing our gathering system. The gathering system is scheduled to be online by November 20. At such time all venting of produced gas will cease.

CONFIDENTIAL

13. Name & Signature Shad Frazier Title Engineer

Date 10/23/97

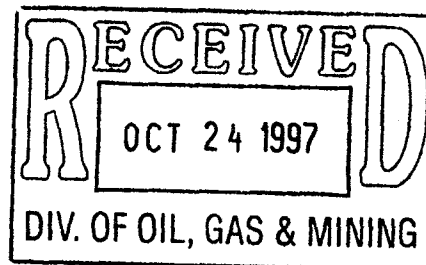
(This space for State use only)

See attached Conditions of Approval

APPROVED BY THE STATE
OF UTAH DIVISION OF
OIL, GAS, AND MINING

DATE: 11/16/97
BY: John R. Egan

(See Instructions on Reverse Side)





State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Ted Stewart
Executive Director
James W. Carter
Division Director

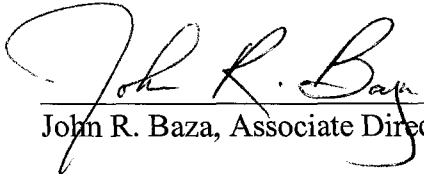
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
801-538-5340
801-359-3940 (Fax)
801-538-7223 (TDD)

CONDITIONS OF APPROVAL

Well Name and Number: Helper State D-8
API Number: 43-007-30368
Operator: Anadarko Petroleum Corporation
Type of Approval Requested: Extension of time period for conducting production test and venting produced gas
Reference Document: Sundry notice dated 10/23/97

Approval Conditions:

1. As requested by the referenced sundry notice, approval is granted to extend the time allowed for conducting the stabilized production required by Rule R649-3-19 of the Oil and Gas Conservation General Rules. This approval expires on November 25, 1997.
2. As allowed by Rule R649-3-20, during the period of time allowed for conducting the stabilized production test, the operator may vent or flare all produced gas well gas as needed for conducting the test.


John R. Baza, Associate Director

11/6/97
Date

Division of Oil, Gas and Mining
OPERATOR CHANGE WORKSHEET (for state use only)

ROUTING

CDW

X - Change of Operator (Well Sold)

Operator Name Change/Merger

The operator of the well(s) listed below has changed, effective:

4/1/2013

FROM: (Old Operator):

N0035-Anadarko Petroleum Corporation
 PO Box 173779
 Denver, CO, 80214

Phone: 1 (720) 929-6000

TO: (New Operator):

N3940- Anadarko E&P Onshore LLC
 PO Box 173779
 Denver, CO 802014

Phone: 1 (720) 929-6000

CA No.

Unit:

WELL NAME	SEC	TWN	RNG	API NO	ENTITY NO	LEASE TYPE	WELL TYPE	WELL STATUS
See Attached List								

OPERATOR CHANGES DOCUMENTATION

Enter date after each listed item is completed

- (R649-8-10) Sundry or legal documentation was received from the **FORMER** operator on: 4/9/2013
- (R649-8-10) Sundry or legal documentation was received from the **NEW** operator on: 4/9/2013
- The new company was checked on the **Department of Commerce, Division of Corporations Database** on: 4/10/2013
- a. Is the new operator registered in the State of Utah: Business Number: 593715-0161
- a. (R649-9-2)Waste Management Plan has been received on: Yes
- b. Inspections of LA PA state/fee well sites complete on: 4/10/2013
- c. Reports current for Production/Disposition & Sundries on: 4/10/2013
- Federal and Indian Lease Wells:** The BLM and or the BIA has approved the merger, name change, or operator change for all wells listed on Federal or Indian leases on: BLM 4/2/2013 BIA N/A
- Federal and Indian Units:**
The BLM or BIA has approved the successor of unit operator for wells listed on: N/A
- Federal and Indian Communization Agreements ("CA"):**
The BLM or BIA has approved the operator for all wells listed within a CA on: N/A
- Underground Injection Control ("UIC")** Division has approved UIC Form 5 Transfer of Authority to **Inject**, for the enhanced/secondary recovery unit/project for the water disposal well(s) listed on: 4/10/2013

DATA ENTRY:

- Changes entered in the **Oil and Gas Database** on: 4/11/2013
- Changes have been entered on the **Monthly Operator Change Spread Sheet** on: 4/11/2013
- Bond information entered in RBDMS on: 4/10/2013
- Fee/State wells attached to bond in RBDMS on: 4/11/2013
- Injection Projects to new operator in RBDMS on: 4/11/2013
- Receipt of Acceptance of Drilling Procedures for APD/New on: N/A

BOND VERIFICATION:

- Federal well(s) covered by Bond Number: WYB000291
- Indian well(s) covered by Bond Number: N/A
- a. (R649-3-1) The **NEW** operator of any state/fee well(s) listed covered by Bond Number 22013542
- b. The **FORMER** operator has requested a release of liability from their bond on: N/A

LEASE INTEREST OWNER NOTIFICATION:

- (R649-2-10) The **NEW** operator of the fee wells has been contacted and informed by a letter from the Division of their responsibility to notify all interest owners of this change on: 4/11/2013

COMMENTS:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER <u>CBM Wells</u>		5. LEASE DESIGNATION AND SERIAL NUMBER: See Wells
2. NAME OF OPERATOR: Anadarko Petroleum Corporation		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
3. ADDRESS OF OPERATOR: P.O. Box 173779 CITY Denver STATE CO ZIP 80217		7. UNIT or CA AGREEMENT NAME:
PHONE NUMBER: (720) 929-6000		8. WELL NAME and NUMBER:
4. LOCATION OF WELL FOOTAGES AT SURFACE:		9. API NUMBER: See Wells
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:		10. FIELD AND POOL, OR WILDCAT:
COUNTY:		STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA			
TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: <u>4/8/2013</u>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion:	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input checked="" type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER:
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

The operator is requesting authorization to transfer the wells from Anadarko Petroleum Corporation and Anadarko Production Company to Anadarko E&P Onshore, LLC. Please see the attached list of 181 wells that are currently filed under Anadarko Petroleum Corporation and Anadarko Production Company. The state/fee wells will be under bond number 22013542, and the federal wells will be under bond number WYB000291.

Effective 4/1/13
Please contact the undersigned if there are any questions.

Jaime Scharnowske

Jaime Scharnowske
Regulatory Analyst

Anadarko Petroleum Corporation N0035
P.O. Box 173779
Denver, CO 80214
(720) 929-6000

Jaime Scharnowske DIV. OF OIL, GAS & MINING

Jaime Scharnowske
Regulatory Analyst

Anadarko E&P Onshore, LLC N3940
P.O. Box 173779
Denver, CO 80214
(720) 929-6000

NAME (PLEASE PRINT) <u>Jaime Scharnowske</u>	TITLE <u>Regulatory Analyst</u>
SIGNATURE <i>Jaime Scharnowske</i>	DATE <u>4/8/2013</u>

(This space for State use only)

APPROVED

APR 11 2013

Rachel Medina

Anadarko Petroleum Corporation (N0035) to Anadarko E&P Onshore, LLC (N3940)
Effective 1st April-2013

Well Name	Sec	Twnshp	Range	API	Entity No.	Lease Type	Well Type	Well status
HELPER ST SWD 1	03	140S	100E	4300730361	12258	State	WD	A
FED F-2 SWD	08	140S	100E	4300730555	12557	Federal	WD	A
CLAWSON SPRING ST SWD 4	13	160S	080E	4301530477	12979	State	WD	A
CLAWSON SPRING ST SWD 1	36	150S	080E	4300730721	12832	State	WD	I
HELPER FED B-1	33	130S	100E	4300730189	11537	Federal	GW	P
HELPER FED A-1	23	130S	100E	4300730190	11517	Federal	GW	P
HELPER FED A-3	22	130S	100E	4300730213	11700	Federal	GW	P
HELPER FED C-1	22	130S	100E	4300730214	11702	Federal	GW	P
HELPER FED B-5	27	130S	100E	4300730215	11701	Federal	GW	P
HELPER FED A-2	22	130S	100E	4300730216	11699	Federal	GW	P
HELPER FED D-1	26	130S	100E	4300730286	12061	Federal	GW	P
BIRCH A-1	05	140S	100E	4300730348	12120	Fee	GW	P
HELPER ST A-1	03	140S	100E	4300730349	12122	State	GW	P
HELPER ST D-7	04	140S	100E	4300730350	12121	State	GW	P
CHUBBUCK A-1	31	130S	100E	4300730352	12397	Fee	GW	P
VEA A-1	32	130S	100E	4300730353	12381	Fee	GW	P
VEA A-2	32	130S	100E	4300730354	12483	Fee	GW	P
VEA A-3	32	130S	100E	4300730355	12398	Fee	GW	P
VEA A-4	32	130S	100E	4300730356	12482	Fee	GW	P
HELPER ST A-8	02	140S	100E	4300730357	12257	State	GW	P
HELPER ST A-3	02	140S	100E	4300730358	12254	State	GW	P
HELPER ST A-4	02	140S	100E	4300730359	12255	State	GW	P
HELPER ST A-7	02	140S	100E	4300730360	12256	State	GW	P
HELPER ST A-2	03	140S	100E	4300730362	12232	State	GW	P
HELPER ST A-5	03	140S	100E	4300730363	12231	State	GW	P
HELPER ST A-6	03	140S	100E	4300730364	12233	State	GW	P
HELPER ST D-4	04	140S	100E	4300730365	12228	State	GW	P
HELPER ST D-3	05	140S	100E	4300730366	12184	State	GW	P
HELPER ST D-5	04	140S	100E	4300730367	12226	State	GW	P
HELPER ST D-8	04	140S	100E	4300730368	12229	State	GW	P
HELPER ST D-2	05	140S	100E	4300730369	12481	State	GW	P
HELPER ST D-6	05	140S	100E	4300730370	12234	State	GW	P
HELPER ST D-1	06	140S	100E	4300730371	12399	State	GW	P
BIRCH A-2	08	140S	100E	4300730372	12189	Fee	GW	P
HELPER ST A-9	10	140S	100E	4300730373	12230	State	GW	P
HELPER ST B-1	09	140S	100E	4300730376	12227	State	GW	P
HELPER FED F-3	08	140S	100E	4300730378	12252	Federal	GW	P
HELPER FED F-4	09	140S	100E	4300730379	12253	Federal	GW	P
HELPER ST A-10	10	140S	100E	4300730433	12488	State	GW	P
HELPER ST A-11	11	140S	100E	4300730434	12487	State	GW	P
HELPER ST A-12	10	140S	100E	4300730435	12486	State	GW	P
HELPER ST A-13	10	140S	100E	4300730436	12485	State	GW	P
HELPER ST B-2	09	140S	100E	4300730437	12484	State	GW	P
HELPER FED E-7	19	130S	100E	4300730508	13623	Federal	GW	P
HELPER FED B-2	33	130S	100E	4300730530	12619	Federal	GW	P
HELPER FED B-3	33	130S	100E	4300730531	12622	Federal	GW	P
HELPER FED B-4	33	130S	100E	4300730532	12623	Federal	GW	P
HELPER FED B-6	27	130S	100E	4300730533	12644	Federal	GW	P
HELPER FED B-7	27	130S	100E	4300730534	12645	Federal	GW	P
HELPER FED B-8	27	130S	100E	4300730535	12631	Federal	GW	P

Anadarko Petroleum Corporation (N0035) to Anadarko E&P Onshore, LLC (N3940)
Effective 1-April-2013

Well Name	Sec	Twnshp	Range	API	Entity No.	Lease Type	Well Type	Well status
HELPER FED B-9	34	130S	100E	4300730536	12646	Federal	GW	P
HELPER FED B-10	34	130S	100E	4300730537	12626	Federal	GW	P
HELPER FED B-11	34	130S	100E	4300730538	12628	Federal	GW	P
HELPER FED B-12	34	130S	100E	4300730539	12627	Federal	GW	P
HELPER FED B-13	28	130S	100E	4300730540	12621	Federal	GW	P
HELPER FED B-14	28	130S	100E	4300730541	12620	Federal	GW	P
HELPER FED D-2	26	130S	100E	4300730542	12650	Federal	GW	P
HELPER FED D-3	26	130S	100E	4300730543	12634	Federal	GW	P
HELPER FED D-4	35	130S	100E	4300730544	12625	Federal	GW	P
HELPER FED D-5	35	130S	100E	4300730545	12637	Federal	GW	P
HELPER FED D-6	35	130S	100E	4300730546	12635	Federal	GW	P
HELPER FED E-1	29	130S	100E	4300730547	13246	Federal	GW	P
HELPER FED E-2	29	130S	100E	4300730548	12636	Federal	GW	P
HELPER FED H-1	01	140S	100E	4300730549	12653	Federal	GW	P
HELPER FED H-2	01	140S	100E	4300730550	12647	Federal	GW	P
OLIVETO FED A-2	08	140S	100E	4300730556	12630	Federal	GW	P
HELPER FED F-1	08	140S	100E	4300730557	12629	Federal	GW	P
SMITH FED A-1	09	140S	100E	4300730558	13004	Federal	GW	P
SE INVESTMENTS A-1	06	140S	100E	4300730570	12624	Fee	GW	P
HELPER ST A-14	11	140S	100E	4300730571	12612	State	GW	P
HELPER ST A-15	11	140S	100E	4300730572	12613	State	GW	P
HELPER ST E-1	36	130S	100E	4300730573	12615	State	GW	P
HELPER ST E-2	36	130S	100E	4300730574	12614	State	GW	P
HARMOND A-1	07	140S	100E	4300730586	12616	Fee	GW	P
HELPER ST E-3	36	130S	100E	4300730592	12868	State	GW	P
HELPER FED A-6	23	130S	100E	4300730593	12649	Federal	GW	P
HELPER FED D-7	26	130S	100E	4300730594	12651	Federal	GW	P
HELPER FED D-8	35	130S	100E	4300730595	12652	Federal	GW	P
CLAWSON SPRING ST A-1	36	150S	080E	4300730597	12618	State	GW	P
HELPER ST E-4	36	130S	100E	4300730598	12825	State	GW	P
HELPER ST A-16	11	140S	100E	4300730603	12638	State	GW	P
CHUBBUCK A-2	06	140S	100E	4300730604	12648	Fee	GW	P
CLAWSON SPRING ST A-2	36	150S	080E	4300730635	12856	State	GW	P
CLAWSON SPRING ST A-3	36	150S	080E	4300730636	13001	State	GW	P
CLAWSON SPRING ST A-4	36	150S	080E	4300730637	12844	State	GW	P
CLAWSON SPRING ST D-5	31	150S	090E	4300730642	12852	State	GW	P
CLAWSON SPRING ST D-6	31	150S	090E	4300730643	12847	State	GW	P
CLAWSON SPRING ST D-7	31	150S	090E	4300730644	12849	State	GW	P
HELPER FED A-5	23	130S	100E	4300730677	13010	Federal	GW	P
HELPER FED A-7	22	130S	100E	4300730678	13346	Federal	GW	P
HELPER FED B-15	28	130S	100E	4300730679	13015	Federal	GW	P
HELPER FED B-16	28	130S	100E	4300730680	13203	Federal	GW	P
HELPER FED C-2	24	130S	100E	4300730681	13016	Federal	GW	P
HELPER FED C-4	24	130S	100E	4300730682	13012	Federal	GW	P
HELPER FED C-7	21	130S	100E	4300730684	13204	Federal	GW	P
HELPER FED D-9	25	130S	100E	4300730685	13245	Federal	GW	P
HELPER FED D-10	25	130S	100E	4300730686	12993	Federal	GW	P
HELPER FED D-11	25	130S	100E	4300730687	12992	Federal	GW	P
HELPER FED D-12	25	130S	100E	4300730688	13005	Federal	GW	P
HELPER FED E-4	29	130S	100E	4300730689	13229	Federal	GW	P

Anadarko Petroleum Corporation (N0035) to Anadarko E&P Onshore, LLC (N3940)
Effective 1-April-2013

Well Name	Sec	Twnshp	Range	API	Entity No.	Lease Type	Well Type	Well status
HELPER FED A-4	23	130S	100E	4300730692	13009	Federal	GW	P
HELPER FED C-5	24	130S	100E	4300730693	13013	Federal	GW	P
HELPER FED G-1	30	130S	110E	4300730694	13006	Federal	GW	P
HELPER FED G-2	30	130S	110E	4300730695	13007	Federal	GW	P
HELPER FED G-3	31	130S	110E	4300730696	13002	Federal	GW	P
HELPER FED G-4	31	130S	110E	4300730697	13003	Federal	GW	P
HELPER FED H-3	01	140S	100E	4300730698	12831	Federal	GW	P
HELPER FED H-4	01	140S	100E	4300730699	12833	Federal	GW	P
CLAWSON SPRING ST D-8	31	150S	090E	4300730701	12851	State	GW	P
HELPER FED C-3	24	130S	100E	4300730702	13011	Federal	GW	P
CLAWSON SPRING ST J-1	35	150S	080E	4300730726	13299	Fee	GW	P
PIERUCCI 1	35	150S	080E	4300730727	13325	Fee	GW	P
POTTER ETAL 1	35	150S	080E	4300730728	12958	Fee	GW	P
POTTER ETAL 2	35	150S	080E	4300730737	12959	Fee	GW	P
HELPER FED G-5	30	130S	110E	4300730770	13655	Federal	GW	P
HELPER FED G-6	30	130S	110E	4300730771	13656	Federal	GW	P
HELPER FED G-7	31	130S	110E	4300730772	13657	Federal	GW	P
HELPER FED G-8	31	130S	110E	4300730773	13658	Federal	GW	P
GOODALL A-1	06	140S	110E	4300730774	13348	Fee	GW	P
HELPER FED E-8	19	130S	100E	4300730776	13624	Federal	GW	P
HAUSKNECHT A-1	21	130S	100E	4300730781	13347	Fee	GW	P
HELPER FED E-9	19	130S	100E	4300730868	13628	Federal	GW	P
HELPER FED E-5	20	130S	100E	4300730869	13625	Federal	GW	P
HELPER FED E-6	20	130S	100E	4300730870	13631	Federal	GW	P
HELPER FED E-10	30	130S	100E	4300730871	13629	Federal	GW	P
SACCOMANNO A-1	30	130S	100E	4300730872	13622	Fee	GW	P
HELPER FED E-11	30	130S	100E	4300730873	13630	Federal	GW	P
BLACKHAWK A-2	29	130S	100E	4300730886	13783	Fee	GW	P
BLACKHAWK A-3	20	130S	100E	4300730914	13794	Fee	GW	P
BLACKHAWK A-4	21	130S	100E	4300730915	13795	Fee	GW	P
BLACKHAWK A-1X	20	130S	100E	4300730923	13798	Fee	GW	P
HELPER STATE 12-3	03	140S	100E	4300750070	17824	State	GW	P
HELPER STATE 32-3	03	140S	100E	4300750071	17827	State	GW	P
HELPER STATE 32-36	36	130S	100E	4300750072	17825	State	GW	P
VEA 32-32	32	130S	100E	4300750075	17826	Fee	GW	P
CLAWSON SPRING ST E-7	07	160S	090E	4301530392	12960	State	GW	P
CLAWSON SPRING ST E-8	07	160S	090E	4301530394	12964	State	GW	P
CLAWSON SPRING ST E-3	06	160S	090E	4301530403	12965	State	GW	P
CLAWSON SPRING ST E-1	06	160S	090E	4301530404	12966	State	GW	P
CLAWSON SPRING ST E-2	06	160S	090E	4301530405	12961	State	GW	P
CLAWSON SPRING ST E-4	06	160S	090E	4301530406	12962	State	GW	P
CLAWSON SPRING ST C-1	12	160S	080E	4301530410	12617	State	GW	P
CLAWSON SPRING ST B-1	01	160S	080E	4301530427	12845	State	GW	P
CLAWSON SPRING ST B-2	01	160S	080E	4301530428	12846	State	GW	P
CLAWSON SPRING ST B-3	01	160S	080E	4301530429	12848	State	GW	P
CLAWSON SPRING ST B-4	01	160S	080E	4301530430	12854	State	GW	P
CLAWSON SPRING ST B-5	12	160S	080E	4301530431	12963	State	GW	P
CLAWSON SPRING ST B-8	11	160S	080E	4301530432	12863	State	GW	P
CLAWSON SPRING ST B-9	11	160S	080E	4301530433	12864	State	GW	P
CLAWSON SPRING ST C-2	12	160S	080E	4301530434	12850	State	GW	P

Anadarko Petroleum Corporation (N0035) to Anadarko E&P Onshore, LLC (N3940)
Effective 1-April-2013

Well Name	Sec	Twnshp	Range	API	Entity No.	Lease Type	Well Type	Well status
CLAWSON SPRING ST C-4	14	160S	080E	4301530435	13199	State	GW	P
CLAWSON SPRING ST B-7	11	160S	080E	4301530460	12967	State	GW	P
CLAWSON SPRING ST C-6	14	160S	080E	4301530461	13355	State	GW	P
CLAWSON SPRING ST C-3	12	160S	080E	4301530463	12968	State	GW	P
CLAWSON SPRING ST B-6	11	160S	080E	4301530465	12969	State	GW	P
CLAWSON SPRING ST H-1	13	160S	080E	4301530466	13323	State	GW	P
CLAWSON SPRING ST H-2	13	160S	080E	4301530467	12955	State	GW	P
CLAWSON SPRING ST IPA-1	10	160S	080E	4301530468	12956	Fee	GW	P
CLAWSON SPRING ST IPA-2	15	160S	080E	4301530469	13200	Fee	GW	P
CLAWSON SPRING ST E-5	07	160S	090E	4301530470	12971	State	GW	P
CLAWSON SPRING ST G-1	02	160S	080E	4301530471	13014	State	GW	P
CLAWSON SPRING ST F-2	03	160S	080E	4301530472	13282	State	GW	P
CLAWSON SPRING ST F-1	03	160S	080E	4301530473	13278	State	GW	P
CLAWSON SPRING ST E-6	07	160S	090E	4301530474	13052	State	GW	P
CLAWSON SPRING ST G-2	02	160S	080E	4301530475	12957	State	GW	P
CLAWSON SPRING ST M-1	02	160S	080E	4301530488	13201	State	GW	P
CLAWSON SPRING ST K-1	02	160S	080E	4301530489	13202	State	GW	P
SHIMMIN TRUST 3	14	120S	100E	4300730119	11096	Fee	GW	PA
SHIMMIN TRUST 1	11	120S	100E	4300730120	11096	Fee	GW	PA
SHIMMIN TRUST 2	14	120S	100E	4300730121	11096	Fee	GW	PA
SHIMMIN TRUST 4	11	120S	100E	4300730123	11096	Fee	GW	PA
ST 9-16	16	120S	100E	4300730132	11402	State	GW	PA
ST 2-16	16	120S	100E	4300730133	11399	State	GW	PA
MATTS SUMMIT ST A-1	14	120S	090E	4300730141	11273	State	GW	PA
SLEMAKER A-1	05	120S	120E	4300730158	11441	Fee	GW	PA
JENSEN 16-10	10	120S	100E	4300730161	11403	Fee	GW	PA
JENSEN 7-15	15	120S	100E	4300730165	11407	Fee	GW	PA
SHIMMIN TRUST 12-12	12	120S	100E	4300730168	11420	Fee	GW	PA
JENSEN 11-15	15	120S	100E	4300730175	11425	Fee	GW	PA
BRYNER A-1	11	120S	120E	4300730188	11503	Fee	GW	PA
BRYNER A-1X (RIG SKID)	11	120S	120E	4300730209	11503	Fee	GW	PA
BLACKHAWK A-1	20	130S	100E	4300730885	13798	Fee	D	PA
BLACKHAWK A-5H	20	130S	100E	4300731402	17029	Fee	D	PA
CLAWSON SPRING ST SWD 3	06	160S	090E	4301530476	12978	State	D	PA
HELPER FED C-6	21	130S	100E	4300730683	13008	Federal	GW	S
UTAH 10-415	10	160S	080E	4301530391	12632	State	GW	TA

	API Well Number	Well Name	Qtr/Qtr	Section	Township	Range	Mineral Lease Type	Mineral Lease Number	Well Status
1	4300730189	HELPER FED B-1	NESW	33	13S	10E	Federal	USA UTU 71392	Producing
2	4300730190	HELPER FED A-1	C-SW	23	13S	10E	Federal	USA UTU 58434	Producing
3	4300730213	HELPER FED A-3	SESE	22	13S	10E	Federal	USA UTU 58434	Producing
4	4300730214	HELPER FED C-1	SENE	22	13S	10E	Federal	USA UTU 71391	Producing
5	4300730215	HELPER FED B-5	NENE	27	13S	10E	Federal	USA UTU 71392	Producing
6	4300730216	HELPER FED A-2	NESW	22	13S	10E	Federal	USA UTU 58434	Producing
7	4300730286	HELPER FED D-1	SWNE	26	13S	10E	Federal	USA UTU 68315	Producing
8	4300730378	HELPER FED F-3	NENE	8	14S	10E	Federal	USA UTU 65762	Producing
9	4300730379	HELPER FED F-4	NWNW	9	14S	10E	Federal	USA UTU 65762	Producing
10	4300730508	HELPER FED E-7	SESE	19	13S	10E	Federal	USA UTU 77980	Producing
11	4300730530	HELPER FED B-2	SENE	33	13S	10E	Federal	USA UTU 71392	Producing
12	4300730531	HELPER FED B-3	NESE	33	13S	10E	Federal	USA UTU 71392	Producing
13	4300730532	HELPER FED B-4	NENE	33	13S	10E	Federal	USA UTU 71392	Producing
14	4300730533	HELPER FED B-6	NENW	27	13S	10E	Federal	USA UTU 71392	Producing
15	4300730534	HELPER FED B-7	NESW	27	13S	10E	Federal	USA UTU 71392	Producing
16	4300730535	HELPER FED B-8	SESE	27	13S	10E	Federal	USA UTU 71392	Producing
17	4300730536	HELPER FED B-9	SENE	34	13S	10E	Federal	USA UTU 71392	Producing
18	4300730537	HELPER FED B-10	NWNE	34	13S	10E	Federal	USA UTU 71392	Producing
19	4300730538	HELPER FED B-11	SESW	34	13S	10E	Federal	USA UTU 71392	Producing
20	4300730539	HELPER FED B-12	NESE	34	13S	10E	Federal	USA UTU 71392	Producing
21	4300730540	HELPER FED B-13	SWSE	28	13S	10E	Federal	USA UTU 71392	Producing
22	4300730541	HELPER FED B-14	SWSW	28	13S	10E	Federal	USA UTU 71392	Producing
23	4300730542	HELPER FED D-2	SWNW	26	13S	10E	Federal	USA UTU 68315	Producing
24	4300730543	HELPER FED D-3	SESW	26	13S	10E	Federal	USA UTU 68315	Producing
25	4300730544	HELPER FED D-4	NWNW	35	13S	10E	Federal	USA UTU 68315	Producing
26	4300730545	HELPER FED D-5	SESW	35	13S	10E	Federal	USA UTU 68315	Producing
27	4300730546	HELPER FED D-6	NWSE	35	13S	10E	Federal	USA UTU 68315	Producing
28	4300730547	HELPER FED E-1	NESE	29	13S	10E	Federal	USA UTU 71675	Producing
29	4300730548	HELPER FED E-2	SESW	29	13S	10E	Federal	USA UTU 71675	Producing
30	4300730549	HELPER FED H-1	NENW	1	14S	10E	Federal	USA UTU 72352	Producing
31	4300730550	HELPER FED H-2	SESW	1	14S	10E	Federal	USA UTU 72352	Producing
32	4300730556	OLIVETO FED A-2	NESW	8	14S	10E	Federal	USA UTU 65762	Producing
33	4300730557	HELPER FED F-1	SESE	8	14S	10E	Federal	USA UTU 65762	Producing
34	4300730558	SMITH FED A-1	NWSW	9	14S	10E	Federal	USA UTU 65762	Producing
35	4300730593	HELPER FED A-6	SESE	23	13S	10E	Federal	USA UTU 58434	Producing
36	4300730594	HELPER FED D-7	C-SE	26	13S	10E	Federal	USA UTU 68315	Producing
37	4300730595	HELPER FED D-8	NENE	35	13S	10E	Federal	USA UTU 68315	Producing
38	4300730677	HELPER FED A-5	NENE	23	13S	10E	Federal	USA UTU 58434	Producing
39	4300730678	HELPER FED A-7	SENE	22	13S	10E	Federal	USA UTU 58434	Producing
40	4300730679	HELPER FED B-15	SENE	28	13S	10E	Federal	USA UTU 71392	Producing
41	4300730680	HELPER FED B-16	SWNW	28	13S	10E	Federal	USA UTU 71392	Producing
42	4300730681	HELPER FED C-2	NENW	24	13S	10E	Federal	USA UTU 71391	Producing

API Well Number		Well Name	Qtr/Qtr	Section	Township	Range	Mineral Lease Type	Mineral Lease Number	Well Status
43	4300730682	HELPER FED C-4	NWSW	24	13S	10E	Federal	USA UTU 71391	Producing
44	4300730683	HELPER FED C-6	SWSE	21	13S	10E	Federal	USA UTU 71391	Shut-In
45	4300730684	HELPER FED C-7	SESW	21	13S	10E	Federal	USA UTU 71391	Producing
46	4300730685	HELPER FED D-9	NWNW	25	13S	10E	Federal	USA UTU 68315	Producing
47	4300730686	HELPER FED D-10	SENE	25	13S	10E	Federal	USA UTU 68315	Producing
48	4300730687	HELPER FED D-11	SESW	25	13S	10E	Federal	USA UTU 68315	Producing
49	4300730688	HELPER FED D-12	SESE	25	13S	10E	Federal	USA UTU 68315	Producing
50	4300730689	HELPER FED E-4	NWNE	29	13S	10E	Federal	USA UTU 71675	Producing
51	4300730692	HELPER FED A-4	SWNW	23	13S	10E	Federal	USA UTU 58434	Producing
52	4300730693	HELPER FED C-5	SWNE	24	13S	10E	Federal	USA UTU 71391	Producing
53	4300730694	HELPER FED G-1	C-NW	30	13S	11E	Federal	USA UTU 71677	Producing
54	4300730695	HELPER FED G-2	SWSW	30	13S	11E	Federal	USA UTU 71677	Producing
55	4300730696	HELPER FED G-3	SENW	31	13S	11E	Federal	USA UTU 71677	Producing
56	4300730697	HELPER FED G-4	SESW	31	13S	11E	Federal	USA UTU 71677	Producing
57	4300730698	HELPER FED H-3	SWNE	1	14S	10E	Federal	USA UTU 72352	Producing
58	4300730699	HELPER FED H-4	NESE	1	14S	10E	Federal	USA UTU 72352	Producing
59	4300730702	HELPER FED C-3	SESW	24	13S	10E	Federal	USA UTU 71391	Producing
60	4300730770	HELPER FED G-5	SWNE	30	13S	11E	Federal	USA UTU 71677	Producing
61	4300730771	HELPER FED G-6	SWSE	30	13S	11E	Federal	USA UTU 71677	Producing
62	4300730772	HELPER FED G-7	NWNE	31	13S	11E	Federal	USA UTU 71677	Producing
63	4300730773	HELPER FED G-8	NESE	31	13S	11E	Federal	USA UTU 71677	Producing
64	4300730776	HELPER FED E-8	SENE	19	13S	10E	Federal	USA UTU 77980	Producing
65	4300730868	HELPER FED E-9	SESW	19	13S	10E	Federal	USA UTU 77980	Producing
66	4300730869	HELPER FED E-5	SWSW	20	13S	10E	Federal	USA UTU 71675	Producing
67	4300730870	HELPER FED E-6	SWNW	20	13S	10E	Federal	USA UTU 71675	Producing
68	4300730871	HELPER FED E-10	NENW	30	13S	10E	Federal	USA UTU 71675	Producing
69	4300730873	HELPER FED E-11	NWNE	30	13S	10E	Federal	USA UTU 71675	Producing
70	4300730119	SHIMMIN TRUST 3	SENW	14	12S	10E	Fee (Private)		Plugged and Abandoned
71	4300730120	SHIMMIN TRUST 1	SESE	11	12S	10E	Fee (Private)		Plugged and Abandoned
72	4300730121	SHIMMIN TRUST 2	SENE	14	12S	10E	Fee (Private)		Plugged and Abandoned
73	4300730123	SHIMMIN TRUST 4	SESW	11	12S	10E	Fee (Private)		Plugged and Abandoned
74	4300730158	SLEMAKER A-1	SWNE	5	12S	12E	Fee (Private)		Plugged and Abandoned
75	4300730161	JENSEN 16-10	SESE	10	12S	10E	Fee (Private)		Plugged and Abandoned
76	4300730165	JENSEN 7-15	SWNE	15	12S	10E	Fee (Private)		Plugged and Abandoned
77	4300730168	SHIMMIN TRUST 12-12	NWSW	12	12S	10E	Fee (Private)		Plugged and Abandoned
78	4300730175	JENSEN 11-15	NESW	15	12S	10E	Fee (Private)		Plugged and Abandoned
79	4300730188	BRYNER A-1	NESE	11	12S	12E	Fee (Private)		Plugged and Abandoned
80	4300730209	BRYNER A-1X (RIG SKID)	NESE	11	12S	12E	Fee (Private)		Plugged and Abandoned
81	4300730348	BIRCH A-1	NWSW	5	14S	10E	Fee (Private)		Producing
82	4300730352	CHUBBUCK A-1	NESE	31	13S	10E	Fee (Private)		Producing
83	4300730353	VEA A-1	SWNW	32	13S	10E	Fee (Private)		Producing
84	4300730354	VEA A-2	NENE	32	13S	10E	Fee (Private)		Producing

	API Well Number	Well Name	Qtr/Qtr	Section	Township	Range	Mineral Lease Type	Mineral Lease Number	Well Status
85	4300730355	VEA A-3	SESW	32	13S	10E	Fee (Private)		Producing
86	4300730356	VEA A-4	NWSE	32	13S	10E	Fee (Private)		Producing
87	4300730372	BIRCH A-2	NWNW	8	14S	10E	Fee (Private)		Producing
88	4300730570	SE INVESTMENTS A-1	NESE	6	14S	10E	Fee (Private)		Producing
89	4300730586	HARMOND A-1	SENE	7	14S	10E	Fee (Private)		Producing
90	4300730604	CHUBBUCK A-2	SENW	6	14S	10E	Fee (Private)		Producing
91	4300730726	CLAWSON SPRING ST J-1	SESW	35	15S	8E	Fee (Private)		Producing
92	4300730727	PIERUCCI 1	SENW	35	15S	8E	Fee (Private)		Producing
93	4300730728	POTTER ETAL 1	SWNE	35	15S	8E	Fee (Private)		Producing
94	4300730737	POTTER ETAL 2	NESE	35	15S	8E	Fee (Private)		Producing
95	4300730774	GOODALL A-1	NWSW	6	14S	11E	Fee (Private)		Producing
96	4300730781	HAUSKNECHT A-1	SWNW	21	13S	10E	Fee (Private)		Producing
97	4300730872	SACCOMANNO A-1	NESE	30	13S	10E	Fee (Private)		Producing
98	4300730885	BLACKHAWK A-1	SESE	20	13S	10E	Fee (Private)		Plugged and Abandoned
99	4300730886	BLACKHAWK A-2	NWNW	29	13S	10E	Fee (Private)		Producing
100	4300730914	BLACKHAWK A-3	SENE	20	13S	10E	Fee (Private)		Producing
101	4300730915	BLACKHAWK A-4	NENE	21	13S	10E	Fee (Private)		Producing
102	4300730923	BLACKHAWK A-1X	SESE	20	13S	10E	Fee (Private)		Producing
103	4300731402	BLACKHAWK A-5H	NENE	20	13S	10E	Fee (Private)		Plugged and Abandoned
104	4300750075	VEA 32-32	SWNE	32	13S	10E	Fee (Private)		Producing
105	4301530468	CLAWSON SPRING ST IPA-1	SESE	10	16S	8E	Fee (Private)		Producing
106	4301530469	CLAWSON SPRING ST IPA-2	NENE	15	16S	8E	Fee (Private)		Producing
107	4300730132	ST 9-16	NESE	16	12S	10E	State	ML-44443	Plugged and Abandoned
108	4300730133	ST 2-16	NWNE	16	12S	10E	State	ML-44443	Plugged and Abandoned
109	4300730141	MATTS SUMMIT ST A-1	NWNW	14	12S	9E	State	ML-44496	Plugged and Abandoned
110	4300730349	HELPER ST A-1	SENW	3	14S	10E	State	ST UT ML 45805	Producing
111	4300730350	HELPER ST D-7	NWSW	4	14S	10E	State	ST UT ML 45804	Producing
112	4300730357	HELPER ST A-8	NWSE	2	14S	10E	State	ST UT ML 45805	Producing
113	4300730358	HELPER ST A-3	NWNW	2	14S	10E	State	ST UT ML 45805	Producing
114	4300730359	HELPER ST A-4	NWNE	2	14S	10E	State	ST UT ML 45805	Producing
115	4300730360	HELPER ST A-7	NESW	2	14S	10E	State	ST UT ML 45805	Producing
116	4300730362	HELPER ST A-2	NENE	3	14S	10E	State	ST UT ML 45805	Producing
117	4300730363	HELPER ST A-5	NESW	3	14S	10E	State	ST UT ML 45805	Producing
118	4300730364	HELPER ST A-6	NESE	3	14S	10E	State	ST UT ML 45805	Producing
119	4300730365	HELPER ST D-4	SWNW	4	14S	10E	State	ST UT ML 45804	Producing
120	4300730366	HELPER ST D-3	NENE	5	14S	10E	State	ST UT ML 45804	Producing
121	4300730367	HELPER ST D-5	NWNE	4	14S	10E	State	ST UT ML 45804	Producing
122	4300730368	HELPER ST D-8	SESE	4	14S	10E	State	ST UT ML 45804	Producing
123	4300730369	HELPER ST D-2	NENW	5	14S	10E	State	ST UT ML 45804	Producing
124	4300730370	HELPER ST D-6	SESE	5	14S	10E	State	ST UT ML 45804	Producing
125	4300730371	HELPER ST D-1	NENE	6	14S	10E	State	ST UT ML 45804	Producing
126	4300730373	HELPER ST A-9	SENW	10	14S	10E	State	ST UT ML 45805	Producing

	API Well Number	Well Name	Qtr/Qtr	Section	Township	Range	Mineral Lease Type	Mineral Lease Number	Well Status
127	4300730376	HELPER ST B-1	SWNE	9	14S	10E	State	ST UT ML 47556	Producing
128	4300730433	HELPER ST A-10	NWNE	10	14S	10E	State	ST UT ML 45805	Producing
129	4300730434	HELPER ST A-11	SWNW	11	14S	10E	State	ST UT ML 45805	Producing
130	4300730435	HELPER ST A-12	NWSW	10	14S	10E	State	ST UT ML 45805	Producing
131	4300730436	HELPER ST A-13	NESE	10	14S	10E	State	ST UT ML 45805	Producing
132	4300730437	HELPER ST B-2	NESE	9	14S	10E	State	ST UT ML 47556	Producing
133	4300730571	HELPER ST A-14	SESW	11	14S	10E	State	ST UT ML 45805	Producing
134	4300730572	HELPER ST A-15	SENE	11	14S	10E	State	ST UT ML 45805	Producing
135	4300730573	HELPER ST E-1	SESW	36	13S	10E	State	ST UT ML 45802	Producing
136	4300730574	HELPER ST E-2	SWNW	36	13S	10E	State	ST UT ML 45802	Producing
137	4300730592	HELPER ST E-3	NENE	36	13S	10E	State	ST UT ML 45802	Producing
138	4300730597	CLAWSON SPRING ST A-1	SWSE	36	15S	8E	State	ST UT ML 46106	Producing
139	4300730598	HELPER ST E-4	SWSE	36	13S	10E	State	ST UT ML 45802	Producing
140	4300730603	HELPER ST A-16	SWSE	11	14S	10E	State	ST UT ML 45805	Producing
141	4300730635	CLAWSON SPRING ST A-2	NWNW	36	15S	8E	State	ST UT ML 46106	Producing
142	4300730636	CLAWSON SPRING ST A-3	NESW	36	15S	8E	State	ST UT ML 46106	Producing
143	4300730637	CLAWSON SPRING ST A-4	NWNE	36	15S	8E	State	ST UT ML 46106	Producing
144	4300730642	CLAWSON SPRING ST D-5	NENW	31	15S	9E	State	ML-48226	Producing
145	4300730643	CLAWSON SPRING ST D-6	SWSW	31	15S	9E	State	ML-48226	Producing
146	4300730644	CLAWSON SPRING ST D-7	NWNE	31	15S	9E	State	ML-48226	Producing
147	4300730701	CLAWSON SPRING ST D-8	NWSE	31	15S	9E	State	ML-48226	Producing
148	4300750070	HELPER STATE 12-3	SWNW	3	14S	10E	State	ST UT ML 45805	Producing
149	4300750071	HELPER STATE 32-3	SWNE	3	14S	10E	State	ST UT ML 45805	Producing
150	4300750072	HELPER STATE 32-36	SWNE	36	13S	10E	State	ST UT ML 45802	Producing
151	4301530391	UTAH 10-415	NENE	10	16S	8E	State	ST UT ML 48189	Temporarily-Abandoned
152	4301530392	CLAWSON SPRING ST E-7	SENE	7	16S	9E	State	ST UT ML 48220-A	Producing
153	4301530394	CLAWSON SPRING ST E-8	SWSE	7	16S	9E	State	ST UT ML 48220-A	Producing
154	4301530403	CLAWSON SPRING ST E-3	SENE	6	16S	9E	State	ST UT ML 48220-A	Producing
155	4301530404	CLAWSON SPRING ST E-1	SENE	6	16S	9E	State	ST UT ML 48220-A	Producing
156	4301530405	CLAWSON SPRING ST E-2	NESW	6	16S	9E	State	ST UT ML 48220-A	Producing
157	4301530406	CLAWSON SPRING ST E-4	NWSE	6	16S	9E	State	ST UT ML 48220-A	Producing
158	4301530410	CLAWSON SPRING ST C-1	SWNW	12	16S	8E	State	ST UT UO 48209	Producing
159	4301530427	CLAWSON SPRING ST B-1	NENW	1	16S	8E	State	ST UT ML 48216	Producing
160	4301530428	CLAWSON SPRING ST B-2	NWSW	1	16S	8E	State	ST UT ML 48216	Producing
161	4301530429	CLAWSON SPRING ST B-3	NWNE	1	16S	8E	State	ST UT ML 48216	Producing
162	4301530430	CLAWSON SPRING ST B-4	SESE	1	16S	8E	State	ST UT ML 48216	Producing
163	4301530431	CLAWSON SPRING ST B-5	SWSW	12	16S	8E	State	ST UT ML 48216	Producing
164	4301530432	CLAWSON SPRING ST B-8	SENE	11	16S	8E	State	ST UT ML 48216	Producing
165	4301530433	CLAWSON SPRING ST B-9	NWSE	11	16S	8E	State	ST UT ML 48216	Producing
166	4301530434	CLAWSON SPRING ST C-2	SENE	12	16S	8E	State	ST UT UO 48209	Producing
167	4301530435	CLAWSON SPRING ST C-4	SWNW	14	16S	8E	State	ST UT UO 48209	Producing
168	4301530460	CLAWSON SPRING ST B-7	NWSW	11	16S	8E	State	ST UT ML 48216	Producing

	API Well Number	Well Name	Qtr/Qtr	Section	Township	Range	Mineral Lease Type	Mineral Lease Number	Well Status
169	4301530461	CLAWSON SPRING ST C-6	SENE	14	16S	8E	State	ST UT UO 48209	Producing
170	4301530463	CLAWSON SPRING ST C-3	C-SE	12	16S	8E	State	ST UT UO 48209	Producing
171	4301530465	CLAWSON SPRING ST B-6	NENW	11	16S	8E	State	ST UT ML 48216	Producing
172	4301530466	CLAWSON SPRING ST H-1	NENW	13	16S	8E	State	ST UT ML 48217-A	Producing
173	4301530467	CLAWSON SPRING ST H-2	NENE	13	16S	8E	State	ST UT ML 48217-A	Producing
174	4301530470	CLAWSON SPRING ST E-5	NENW	7	16S	9E	State	ST UT ML 48220-A	Producing
175	4301530471	CLAWSON SPRING ST G-1	NWNW	2	16S	8E	State	ST UT ML 46314	Producing
176	4301530472	CLAWSON SPRING ST F-2	NESE	3	16S	8E	State	ST UT ML 48515	Producing
177	4301530473	CLAWSON SPRING ST F-1	SENE	3	16S	8E	State	ST UT ML 48514	Producing
178	4301530474	CLAWSON SPRING ST E-6	SESW	7	16S	9E	State	ST UT ML 48220-A	Producing
179	4301530475	CLAWSON SPRING ST G-2	NESW	2	16S	8E	State	ST UT ML 46314	Producing
180	4301530488	CLAWSON SPRING ST M-1	NWNE	2	16S	8E	State	ST UT ML 47561	Producing
181	4301530489	CLAWSON SPRING ST K-1	SESE	2	16S	8E	State	ST UT ML 46043	Producing